VOL. L., No. 17.

The Solicitors' Journal.

LONDON, FEBRUARY 24, 1906.

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ALAS, we must give up any hope of increased judicial activity under the *régime* of the new Lord Chancellor. The judges took a delightful little whole holiday on the opening of Parliament, and they have, generally speaking, failed to keep up to anything like the mark of the memorable Saturday which we chronicled some time ago. We heard Lord Justice VAUGHAN WILLIAMS incidentally announce the other day that his division of the Court of Appeal took a holiday on every alternate Saturday; this, it is surmised, must be necessary in consequence of the strain on two judicial throats consequent on continual interruption of counsel.

A Parliamentary Legal Committee.

THE SUGGESTION made in our columns last week by Mr. HARVEY CLIFTON that, having regard to the large number of solicitors who have been returned to the new Parliament, it is desirable that a "legal committee" should be formed in the House of Commons, is admirable. Such a body, as he says, might do much for the profession without injury to the public, and in view of contemplated measures, it is specially desirable. The difficulty, we are afraid, will be in getting the solicitor members to combine. We remember some years ago expressing the hope that a newly-elected solicitor would take Mr. GREGORY'S place as the representative of the profession in the House of Commons. We had promptly a letter from the gentleman in question saying, in effect, that he considered his duty as a member of Parliament was solely to regard the interests of his constituents and the public, and that while in the House he should forget that he was a solicitor. He forgot that the interests of his profession were not inconsistent with his duty to the public or his constituents.

The Progress of Business in the Courts.

WE HEAR many complaints of the slowness with which business is transacted in the courts. Beginning with the Court of Appeal, the list of appeals in both divisions is unusually large, and has undergone but little diminution since the beginning of the sittings. A case like that of *Ward, Lock, & Co.* v. *Operative Printers' Assistants' Society* is, no doubt, of much

interest to employers of labour and trade unions, and it has accordingly been argued with due deliberation and expenditure of time, so as to cause those who are not interested in it to think that, if there were more of such cases, the time would have surely come for other suitors to compose their differences. Turning to the Divisional Courts, three judges in one court are often engaged in a matter which seems relatively of little consequence, while the Revenue cases, some of which are intricate and involve the liability to payments of a large amount, are disposed of by a single judge. Suitors, without asking for more energy in those who arrange the *modus operandi* in our courts, may not unreasonably ask for a little more method.

Posthumous Libel.

Several newspapers have published extracts from wills recently admitted to probate in which the testator or testatrix, as the case may be, refers to relatives or acquaintances in language of a defamatory character. Members of the poorer classes, who often make their own wills, and have always been accustomed to call a spade a spade, are not more likely to conceal their dislike of a particular person when they are making a will than they would in writing a letter, but the will of a well-known bishop, who died some years ago, stated that his reason for passing over his daughter was not anger, but his opinion that conduct like that of her and her husband ought not to go unpunished. These posthumous libels, when recorded in what is in the nature of an official document, may possibly affect the reputation of living persons, but the law appears to be that, while a libel upon a dead man may be the subject of a criminal prosecution, a libel by the dead upon the living leaves the latter without redress. The writer of a letter pointing out the mischief which might be done by unguarded language in a will, gave as an illustration the following bequest from an ardent teetotaler to a moderate drinker: "I give and bequeath to A. B. the sum of £50 upon condition that she signs the pledge," and urged that such a condition, inserted in a will, might do the lady legatee damage for which £50 would be but poor compensation. It is easy, however, to exaggerate the grievance from offensive or libellous passages in a testamentary document, and it does not appear sufficient to warrant an amendment of the law making the estate of the testator answerable in damage for his posthumous libel.

Arrest of a Fugitive Criminal on the High Seas.

The cashier of a Paris firm, accused of having misappropriated large sums of money, has been arrested and brought to Paris under peculiar circumstances. He had taken refuge in Argentina, relying upon the difficulties in procuring the extradition of a criminal from that country. But the French police ascertained that his wife had secured her passage in a French vessel bound for Buenos Ayres, and, coming to the conclusion that he would be certain to meet her, and to come for this purpose on board the vessel, they made arrangements for his arrest as soon as he came on board, so that the warrant for his apprehension was executed without any recourse to the formalities of extradition. The ocean being the common highway of nations, every merchant vessel at sea is considered as part of the territory of the country to which it belongs—as being, in fact, a sort of floating island. It may be objected that at the time of the arrest the vessel was within the territorial limits of Argentina. But there is ample authority in international law for the proposition that the jurisdiction of a State over those on board its vessels is not affected though they may be in ports or rivers belonging to another nation. Under the English law, the captain of a vessel might, at the risk of an action for false imprisonment, arrest anyone on board his vessel on suspicion of his having committed a felony, but we have been unable to find any case in England in which the prisoner had been arrested under circumstances similar to those which we have stated. In the case of Franz Müller, tried in England for the murder of Mr. Briggs, the captain of *The Victoria*, a British vessel in which Müller proceeded to the United States, was not asked to detain and bring him back, but on the arrival of the vessel in New York Müller was arrested by the American police, and proceedings were taken for his extradition.

Commission on Damages.

It is much to be regretted that the law as to champerty and maintenance is not more widely understood than it is at the present day. It has often been laid down that maintenance is the maintaining or supporting the suits of others in which the party maintaining has no interest, and that champerty is maintenance aggravated by an agreement to have a part of the thing in dispute. This statement of the law requires some further explanation, or we might suppose, contrary to the fact, that it was illegal to assist a poor man with money to enable him to proceed with a reasonable cause of action. It has accordingly been added that maintenance is the officious assistance by money or otherwise proffered by a third person, not a relative, to either party to a suit in which he has himself no legal interest, to enable them to prosecute or defend it. The mischief against which the old law was directed was described in the vigorous language of Lord Justice Knight-Bruce as "the traffic of merchandizing in quarrels, of truckstering in litigious discord." A case heard in the Clerkenwell County Court last week was the subject of strong comments by the judge. The plaintiff's case was that, while cleaning a horse belonging to the defendants, it kicked him in the right thigh, and that he was unable to work for three months. In cross-examination he said that the action was being taken up on his behalf by a society called "The British Workmen's Legal Aid Society," to whom he had agreed to pay 2s. in the pound out of the damages obtained. He also stated that he had been a member of the society for about twelve months; that they had come round to him and asked him to purchase a ticket. The judge, after observing that there would be no objection if the society took up a case where a man had received an injury and was too poor to bring an action himself, protested that it was contrary to the law of England that persons should bring actions on behalf of others and participate in the damages. In giving judgment for the defendants, he expressed his opinion that they would have a good chance of getting their costs against the legal aid society. This opinion was probably founded on *Bradlaugh* v. *Newdigate* (11 Q. B. D. 1), where the costs incurred by the plaintiff in resisting proceedings promoted by the defendant were held recoverable as damages in an action for maintenance.

The Taff Vale Decision.

An esteemed correspondent, writing upon the Report of the Royal Commission on Trade Disputes, develops in an interesting way a point to which we refer in our article. He says it is very often said that the famous decision of the House of Lords in the *Taff Vale Railway case* effected an almost revolutionary change in the law. In the extremely interesting and important report, which has just been issued, of the Royal Commission on Trades Disputes and Combinations nothing will be read with more interest by lawyers than the complete refutation of this statement. A trade union is an aggregate of individuals, which, before the Trade Union Act of 1871, was nothing further. But any number of individuals are jointly and severally liable at common law for their joint torts. Hence, at common law a trade union, consisting, say, of six persons, might be sued for damages for conspiracy or for any other wrongful act in which they joined, by joining the six persons as co-defendants to the action by name. Then, if judgment were obtained against them, execution might issue against any property owned by them in common or against the property of any one or more of the individuals. Where, instead of six, we find the trade union consisting of six thousand or sixty thousand persons, it becomes impossible to take this course; but the difficulty arises, not from any reasons of law, but from the practical difficulty of serving so many individuals or even of obtaining their names. Long before the *Taff Vale case* was decided, it was a rule of equity, which became a general rule of procedure formulated in ord. 16, r. 9, that where numerous persons have the same interest in one cause, one or more of such persons may sue or be sued, or may be authorized to defend on behalf of all persons so interested. Hence, it appears that, apart from the Trade Union Acts, a union might be sued in tort, a few of its members being selected

to defend the action on behalf of the whole body. Now, before the Act of 1871, a trade union was an illegal body, and, therefore, could sue neither in contract nor tort, nor be sued in contract. But it could be sued in tort. To sue a union in tort was, however, almost impossible practically, from the great number of the members, and the equitable rule of suing representatives is of only comparatively recent application to common law actions. An idea therefore grew up, founded upon the long-continued non-appearance of trade unions as parties to actions, that they could not be parties at all. It appears, however, on careful examination, that this idea was wrong, and that, apart from the Acts applying to trade unions, they may be sued in tort under existing procedure. The Trade Union Acts, however, gave the unions a legal existence, and it appears to be the law, in the opinion of the House of Lords, that they may sue or be sued in contract or in tort, except where forbidden by the Acts. The actual point, however, decided by the House of Lords was that a union may be sued in tort in its registered name. This seems to amount to a decision on a question of procedure only. Therefore, important and far-reaching as the Taff Vale decision was, it made no change in the law. It merely cleared up a misconception as to procedure.

Registration Under the Money-lenders Act, 1900.

ACCORDING to the decision of BUCKLEY, J., in *Victorian Daylesford Syndicate* v. *Dott* (54 W. R. 231; 1905, 2 Ch. D. 622), the failure of a money-lender to register himself under the Money-lenders Act, 1900, carries with it the consequence that any contract into which he enters as a money-lender is void, and he cannot sue upon it. Section 2 (1) of the Act provides that a money-lender, as defined by the Act, shall register himself as a money-lender under his own or his usual trade name, with the address or addresses at which he carries on his business of money-lender, and shall carry on the money-lending business in his registered name; and sub-clause (*c*) provides that he "shall not enter into any agreement in the course of his business as a money-lender with respect to the advance and repayment of money, or take any security for money in the course of his business as a money-lender, otherwise than in his registered name." For failure to comply with any of the requirements of the section he is liable to the penalties specified in sub-section 2, but a prosecution for failing to register himself as a money-lender is not to be instituted except with the consent of a law officer. In the present case the defendant was an unregistered money-lender and the plaintiffs had borrowed money upon terms which they alleged were harsh and unconscionable. They claimed that the contract was void on the ground of the defendant's non-registration, and alternatively they claimed relief under the Act. In the view of BUCKLEY, J., a contract of money-lending by an unregistered money-lender is prohibited by the Act and is thus rendered illegal. He referred to the distinction between penalties imposed for the protection of the revenue, and penalties which are imposed for the protection of the public. Where the penalties are of the latter class, then the act is impliedly prohibited by the statute which imposes the penalties, and is illegal. Of this nature, of course, are the penalties specified in the Money-lenders Act, which was passed solely for the protection of the public. The money-lender, said the learned judge, has to be registered, and has to trade in his registered name, obviously and notoriously for the protection of those who deal with him. Hence, in the present case the contract with the defendant was an illegal one, and his counterclaim, in which he claimed the payments provided for in it, was dismissed.

The Money-lenders Act, 1900.

THE RECENT cases of *Carringtons (Limited)* v. *Smith* (1906, 1 K. B. 79), before CHANNELL, J., and *Part* v. *Bond* (*Times*, 2nd inst.), in the Court of Appeal, illustrate the circumstances under which the court will refuse, or will grant, relief to a borrower under the provisions of the Money-lenders Act, 1900. The Act allows of the transaction being re-opened where "there is evidence which satisfies the court that the interest charged in respect of the sum actually lent is excessive, or that the amounts paid for expenses . . . are excessive, and that, in either case, the transaction is harsh and unconscionable, or is otherwise such that a court of equity would give relief"; and the debtor may be relieved from payment of any sum "in excess of the sum adjudged by the court to be fairly due in respect of such principal, interest, and charges as the court, having regard to the risk and all the circumstances, may adjudge to be reasonable." Upon reading the enactment it appears that the court must be satisfied (1) that the rate of interest or the expenses are excessive; and (2) that the transaction is harsh and unconscionable; and that, in coming to a decision upon these points, it must have regard to the risk and all the circumstances of the case. What is meant by "excessive" interest is not, as CHANNELL, J., observed in the former of the above two cases, easy to say, for "excessive" is a relative word. There is no limitation on interest as such. It is only when regard is had to the risk that it can be said whether the rate is excessive; but even if it is excessive, it does not follow that the transaction is harsh and unconscionable, although it has been suggested that interest may be so excessive as to show that the transaction is of this nature. Hence the court has to deal with the two points of excessive interest and of the harshness of the bargain, and to decide upon each, having regard to the risk and to all the circumstances of the case. In *Carringtons* v. *Smith* the interest was high—some 75 per cent. per annum—but the borrower gave no security, only informing the lenders as to his financial position, and he fully understood the transaction. CHANNELL, J., held that, under the circumstances, the interest was not excessive, and this was sufficient for the decision; though he also held that the transaction was not harsh and unconscionable. In *Part* v. *Bond* the circumstances were very different. The borrower was a lady who could give security on which, so it was held, she ought to have got money at 5 per cent. She was negotiating for a loan through her solicitors, but, by the intervention of a person who looked for a commission in the matter, she went to a money-lender and agreed to pay a sum for interest which worked out at 45 per cent. Since there was no risk, this was excessive, and the Court of Appeal further held that the circumstances made the transaction harsh and unconscionable. Hence the judgment of JOYCE, J., which allowed the lender only 10 per cent., was affirmed.

Liability for Negligence of Traction Engine Driver.

THE RECENT decision of a Divisional Court in *Dewar* v. *Tasker* is one which we do not believe will be generally accepted by the profession as correct. It is one of a class of cases which have given the courts much trouble, and on which the reported cases are extremely difficult to reconcile with one another. The defendants were the owners of a traction engine which they let out to a company. The defendants supplied with the engine a man to drive it, who had to keep the engine in repair, and who was paid by the defendants, but who had to carry such loads as were ordered by the hirers and to go wherever directed by the hirers. The action was for personal injuries caused by the negligence of the driver whilst driving the engine on the business of the hirers. The county court judge held that the defendants were responsible for the driver's negligence; but the Divisional Court has overruled his decision. The cases on the subject were considered by Lord RUSSELL, C.J., in *Jones* v. *Scullard* (1898, 2 Q. B. 565). Most of them turn on the liability of the hirer or owner of carriages and horses let out by livery stable keepers. Having reviewed the cases, the Lord Chief Justice said: "The principle to be extracted from the cases is that, if the hirer simply applies to the livery stable keeper to drive him between certain points or for a certain time, and the latter supplies all necessary for that purpose, the hirer is in no sense responsible for any negligence on the part of the driver. But it seems to me to be altogether a different case where the brougham, the horse, the harness, and the livery are the property of the person hiring the services of the driver." In that case the defendant kept his carriage, horse, and harness at the livery stable keeper's, and the latter supplied only the driver, and when the accident happened, the defendant was in the carriage. In such a case, it is submitted, it does not matter who supplies the carriage, but it is an important question who supplies the horse; and when the judge spoke of the party who supplies "all necessary," he had the horse especially in his mind. If

the servant only is supplied, he seems to become for the time being the servant of the hirer, who has the right to order, not only where and when he is to drive, but how fast and how slow and how far. If, on the other hand, the hirer is not the owner of the horse, although he has the right to order the driver where and when to drive, he is restricted in his right of controlling the manner of the driving. Thus, the driver might say that the horse had done so much that he would not drive him faster; and in a proper case, he would be justified, in the interests of his master, the owner, in refusing to overwork the horse. The case of the traction engine seems to be similar to that of hiring the horse and driver. The driver of the engine must go where he is told and carry what he is told by the hirer. But as to the manner of his driving, he is answerable to the owner. The owner selected him, and is responsible for his choice of a man with sufficient skill to keep the machine in repair and to work it properly. If he, by his negligence, allowed the boiler to burst and caused damage, his negligence would clearly be in respect to a matter which the hirer did not control, and for which, it is submitted, the owner alone could be responsible. Similarly, if, in drawing a load from place to place under the orders of the hirer, he manages the engine so negligently as to collide with some person, his negligence appears to be in respect of something which is not controlled by the hirer. In these cases the driver is undoubtedly, in a sense, the servant of two different masters. The true test, as to which master is liable for his negligence, seems to be whether the act of negligence was in respect of a matter in which he was under the control of the one or the other. The reported cases are contradictory, and it is to be hoped that the Court of Appeal may soon endeavour to lay down some intelligible rules for answering a question which often occurs.

Power Enabling Defendant to Apply for Summary Judgment in Actions upon Illegal Contracts.

THE JUDGMENT of the Court of Appeal in *Hermann* v. *Charlesworth* (1905, 2 Q. B. 123) has established that a contract for reward to introduce another to persons of the opposite sex, with a view to marriage with one of those persons, is a marriage brokage contract and illegal. The statute law has also enacted that money alleged to be won under a wagering contract shall not be recovered. Nothing can be clearer than this enactment, but actions continue to be brought though it is quite clear that the defendant, who has pleaded the Gaming Act, is entitled to succeed. These actions may reasonably be considered to be brought with the object of coercing the defendant into a settlement. The court may sustain his objection to the legality of the transaction, but the world is informed through the newspapers that, having entered into a bargain, he is ready to slip out of it by a technical objection. In the same manner we have just read the report of a trial in the Clerkenwell County Court; the proprietor of a matrimonial journal bringing his action to recover money for services rendered in providing the plaintiff with a husband. There could be no doubt as to the law, and judgment was given against the plaintiff, but he had the satisfaction of bringing the defendant into court and of getting her letters published in the newspapers. We have heard some persons express sympathy with actions like these, and say that a suitor has a right, even in a hopeless case, of making use of the courts for the purpose of shewing that he can only be defeated by an objection which ought not to be made. We are so far from agreeing with this view as to think that a power analogous to that in order 14, and enabling the defendant, after appearance, to apply for leave to sign judgment on the ground (amongst others) that the action is founded upon an illegal contract, would be a useful addition to the procedure of our courts. This power, if duly exercised, would prevent the time of the court from being wasted by taking the evidence in actions which rest upon no legal foundation.

Drawings of Exchequer Bonds.

A CURIOUS question has arisen on the Stock Exchange in connection with the drawings of the redeemable Exchequer Bonds issued under section 7 (1) of the Finance Act, 1905, and drawn for redemption at par, in accordance with Treasury regulations, under section 7 (2) of that Act "on a day prior to the 18th of February in each year." The sixth of those regulations prescribes that the commissioners of the Treasury are to cause the list of drawn numbers "to be published in the *London Gazette* not later than the 18th of February, with an intimation that the corresponding Exchequer Bonds will be paid off at par on the 18th of April following." Some interval must, of course, elapse between the drawings and the publication of the result, and nearly a week elapsed between the 1906 drawing and the official announcement of it. Buyers who have purchased drawn bonds between the two dates are contending that a bond is not drawn until it has been officially announced as drawn, but we know of no rule of law, and can find no rule of the Stock Exchange, which would have this effect.

Proof of Agency on the Trial of Election Petitions.

THE JUDGES appointed to try election petitions are not likely to remain long unemployed, as several petitions have already been presented and counsel retained on behalf of the petitioners. As is usual in these cases, questions on the law of agency as applicable to Parliamentary candidates will be vigorously debated. Lord BRAMPTON, when at the bar, was told that one of the election judges had decided that proof of authority to canvass on behalf of a candidate was enough to make the candidate liable for an act of bribery on the part of the canvasser. Mr. HAWKINS thereupon said that, if that ruling were generally adopted, very few seats would be kept. We venture to think that this view of the case was rather uncharitable.

Action Against Municipal Corporation for Supplying Impure Water to Consumers.

WE UNDERSTAND that the long list of actions against the Corporation of Lincoln, for supplying impure water to the consumers, has been withdrawn, a settlement having been arranged between the parties. Questions of some interest with regard to the liability of municipal corporations must, therefore, for the present remain undecided.

Assent or Conveyance by Legal Personal Representative to Heir or Devisee of Real Estate.

THE practice with regard to the usual form of an assent or conveyance by the legal personal representative appears to be not clearly settled; and if the assent or conveyance is made subject to "a charge for the payment of any money which the personal representative is liable to pay" (to use the words of the Land Transfer Act, 1897, s. 3 (1)), the effect of such charge is not quite ascertained.

The first question is whether the words of charging ought to be inserted in the conveyance or assent as a matter of course. It is sometimes considered that personal representatives ought to make a rule of not assenting to a devise, or conveying real estate to the heirs or devisee, without protecting themselves by taking a charge. If this were so, the beneficial successor to real estate would be at a disadvantage compared with those who take beneficial interests in the personal estate: for the latter are entitled to an assent and transfer of their legacies or shares in due course without any condition of charge. But under the terms of section 2 the rules relating to personal estate are to be in general applied and followed, and section 2, sub-section 1, says expressly that, subject to the powers, rights, duties, and liabilities referred to, the persons beneficially entitled shall have the same power of requiring a transfer of real estate as persons beneficially entitled to personal estate have of requiring a transfer of it. It will be right to interpret section 3 (1) and (2) by the light of the general principles enunciated in section 2; and it is submitted that, so interpreted, section 3 does not enable a personal representative to withhold an unconditional assent or transfer as to real estate in any state of circumstances which would entitle a specific legatee to receive his legacy.

It was in early times the practice to require all legatees to

give to the executor security to refund if necessary for the purpose of meeting any unsatisfied debts. This practice has been long discontinued, the executor being allowed, after, and notwithstanding, assent and payment, to recover from legatees for the purpose of discharging debts arising after the date of the assent in respect of which he may not be protected by law: *Whittaker v. Kershaw* (39 W. R. 22, 45 Ch. D. 320). We agree with the view of Messrs. BRICKDALE and SHELDON, that the personal representative ought, under section 2, sub-section 2, of the Act of 1897 to have a similar right of indemnity against a devisee of land, or heir-at-law.

Any expedient by which the beneficiary may get the legal estate in land vested in him with as little delay as possible may obviously often meet the convenience of the owner. The power to give an assent before the debts are paid may also be convenient in several ways to the executor. It frees him from liabilities in respect of the land, which would include as well personal liability to pay certain possible charges on the land, as also his duties to the beneficiary incidental to the trusteeship imposed upon him by section 2 (1). For these reasons the enactment which enables the personal representative to transfer the legal estate before he has paid all claims, with a condition or charge under which he can still resort to it if necessary for debts, has a very apparent usefulness. But the necessity of any charge in his favour seems to disappear as soon as he has paid all claims of which he has notice, having issued proper advertisements. KEKEWICH, J., in *Re Cary and Lott* (49 W. R. 581; 1901, 2 Ch. 463), applying section 29 of Lord St. Leonards' Act to the real estate vested in the legal representative, held that, when under that enactment the executor was at liberty to distribute the assets without liability to any person for the assets so distributed, there then remained no money which he was liable to pay within the meaning of section 3, sub-section 1; and the charge, extending only to money for which he was so liable, could be disregarded. There was no suggestion there of claims other than actual debts, but if in any case the personal representative, though all actual debts have been discharged, has notice of contingent claims out of which debts may thereafter arise, he is protected in respect of the latter by the right of indemnity referred to above. The possible existence of claims of this kind is seldom an obstacle to the distribution of the personal estate; and there is no reason in the nature of real estate why it should be treated differently, or a special restriction be imposed upon its beneficial enjoyment by the devisee or heir. In the exceptional case of there being future or contingent claims of a serious character which the real estate, or property specifically bequeathed, might be required to answer, the personal representative would properly resort for his protection to the court.

Comparing the terms of the first and second sub-sections of section 3, the creation of a charge in connection with the conveyance or assent seems to be designed as a mode of enabling the personal representative to relieve himself from the burden of holding the real estate throughout the period of administration; and not as interfering with his duty to clear the debts in a reasonable time, and, having done so, to transfer the property to the beneficiary. This duty is imposed upon him by section 2. Having regard to that section, and sub-section 2 of section 3, it seems reasonably clear that the representative has no right to impose or continue such a charge at a time or under circumstances when in the case of personal estate the beneficiaries would be entitled to payment or delivery.

It is sometimes supposed that if real estate has been conveyed to a beneficiary subject to a general charge in the words of the Act, the beneficiary can sell free from the charge, on the ground that otherwise the purchaser from him would have to see to the payment of the debts generally—that is, to the administration of the estate. There appears to be a fallacy in this view.

The charge contemplated by section 3 is not necessarily a charge in favour of the creditors. Mr. Justice KEKEWICH, in *Re Cary and Lott*, after pointing out that it is the conveyance, not the Act of Parliament, which creates the charge referred to, and that it is optional with the executors whether they will require it or not, says: "Real assets could not have been followed in the hands of a purchaser before the Land Transfer Act, 1897, and there is nothing in that Act to create a right in creditors to follow them." Messrs. BRICKDALE and SHELDON, in their excellent note to the section, assume that the charge intended by the statute is a charge in favour of the personal representative. It is apprehended that this must be so, and it follows that the owner, after getting the assent or conveyance subject to such charge, can get rid of the charge in either one of two ways—through a release by the personal representative, or by shewing that the moneys charged have been satisfied. The latter course was taken in *Re Cary and Lott*, the judgment in which is based on the admitted fact that there remained unpaid no debt for payment of which the executors were liable. We apprehend that where such facts are not shewn, the devisee or heir will have to procure a discharge or release of the charge from the personal representative, and cannot make a title to a purchaser without such release.

Section 3, sub-section 2, empowers the court, if it thinks fit, after the expiration of a year from the death, to order a conveyance to be made. The conveyance here referred to is perhaps a conveyance without any such charge as was mentioned in sub-section 1; or if there has previously been an assent or conveyance containing such a charge, then an assurance releasing it. As a specific legacy ought to be delivered at the end of the year if not required for debts (*Morley v. Bird*, 3 Ves. 632), so the legal personal representative is presumably able to ascertain within the twelve months whether real estate can go to the beneficiary or not.

The true explanation of the charging power we believe to be that it is merely a contrivance to enable land to be vested in beneficiaries as soon after the death as possible, without interfering with the personal representative's right to a reasonable time, as a year, for getting in the general assets and paying the debts. By the law of administration of personal estate the beneficiaries' title required assent, and assent could not be given subject to a condition to be subsequently performed. As it is said in Wentworth on the Office of an Executor, "the executor by his assent cannot make that legacy conditional which the testator gave absolutely." So that, but for this statutory power to create a charge, a personal representative could not safely transfer the legal estate in land to the beneficiary until the administration is completed. When, however, the time has arrived at which the administrator or executor ought to distribute the personal assets, we apprehend he ought also to transfer the real estate free from any charge.

The Trade Disputes Report.

I.

THE Report of the Royal Commission on Trade Disputes and Trade Combinations, which has been issued this week, is an important contribution to the discussion of this difficult branch of the law. The commission was appointed in 1903, and consisted of Mr. ANDREW GRAHAM MURRAY, the Lord Justice General, then Lord Advocate, who appears in the signatures to the report by the less familiar title of Lord DUNEDIN, Sir W. T. LEWIS, Bart., a leading colliery proprietor and mining engineer, Sir GODFREY LUSHINGTON, formerly Under-Secretary at the Home Office, Mr. ARTHUR COHEN, K.C., and Mr. SIDNEY WEBB, who is known as an authority on trade unionism. A large amount of evidence was given by representatives of employers and by persons who were experts in trade union law, including Mr. ASKWITH, whose evidence the commissioners recommend as a clear and exhaustive summary of the whole case law on the matters in question; but the trade unions themselves stood aloof, for the reason that no one specially representing them had been appointed on the commission. This fact may very possibly detract from the weight of the report in Parliament, especially in view of the present size of the Labour Party; but it does not affect its value as a statement of the history and present state of the law, a value which is largely due to the presence on the commission of so eminent a lawyer as Mr. COHEN.

A majority report is presented by Lord DUNEDIN, Mr. COHEN, and Mr. WEBB, and this concludes with a series of nine suggestions for the alteration of the law. Sir GODFREY LUSHINGTON

presents a separate report, in which he differs from some of these suggestions; and a more pronounced dissent is displayed in the report presented by Sir W. T. Lewis. The majority report divides the main subject of the inquiry into three branches—(A) The liability of trade union funds to be taken in execution for the wrongful acts of agents of the union; (B) the statute law relating to picketing and other incidents of strikes; and (C) the law of conspiracy as affecting trade unions. Branch A includes a discussion of the state of the law which resulted in the decision in the *Taff Vale Railway case* (50 W. R. 44; 1901, A. C. 426). It is pointed out that the question of the liability of trade unions to be sued in tort was not considered when the Trade Union Act, 1871, was passed, for the reason that an action against a trade union for tort was not then practicable. It must have been a common law action in which the whole of the members of the union would have had to be joined, inasmuch as actions against representative defendants were not then allowed at common law. The original object of the statute was to procure protection for trade union funds against embezzlement, for, since trade unions, being in restraint of trade, were unlawful associations, this protection was denied them. To the extent specified in the statute trade unions were legalized, and they thus became competent as prosecutors or plaintiffs; but the possibility of their being made defendants does not appear to have been considered. In fact, however, this possibility resulted from the status which the Act of 1871 bestowed upon registered trade unions, and it resulted also, as to all trade unions, registered and unregistered, from the assimilation of the procedure at law to the procedure at equity which followed upon the Judicature Acts. Neither of these results, however, was clearly seen till the *Taff Vale case*. It was the judgment of Farwell, J., in that case which shewed that the Legislature, in allowing trade unions to register and in investing them with rights as to the benefit of property, had also made them liable to be sued in their registered name in tort; while in the House of Lords Lords Macnaghten and Lindley pointed out that under R. S. C., ord. 16, r. 9, as interpreted in *Duke of Bedford* v. *Ellis* (1901, A. C. 1), some of the members of the trade union could be sued on behalf of themselves and the other members. The conclusion drawn in the majority report is as follows: "In short, it turns out that the notion of a trade union having been intended to be specially exempted from actions of tort is a mere misconception resting on no other ground than long practical immunity, which was simply the result of defects in general legal procedure that have now been remedied on general considerations of equity quite irrespective of trade unions and trade union law. And the *Taff Vale case* shews that, even if the rules of general legal procedure were not available in the case of trade unions, nevertheless under the Act of 1871 registered trade unions would be liable to be sued in tort."

And the report refuses to allow that trade unions are entitled to any special exemption from liability for tort. "That vast and powerful institutions," it is said, "should be permanently licensed to apply the funds they possess to do wrong to others, and by that wrong inflict upon them damage, perhaps to the amount of many thousand pounds, and yet not be liable to make redress out of those funds, would be a state of things opposed to the very idea of law and order and justice." At the same time the liability of the trade union must in the nature of things depend upon the acts of agents—in general the acts of the executive of a local branch—and it is recommended that means should be furnished whereby the central authorities of a union might protect themselves against unauthorized and immediately disavowed actions of branch agents. Moreover, the report recognizes that the funds of a trade union are divisible into funds held for militant, and funds held for benevolent, purposes. To separate these funds under the law as it at present stands would, it is said, require a very elaborate scheme of trust, and it is suggested that such separation should be made easier by statutory enactment, but the majority are not agreed as to whether the immunity should extend to the out-of-work funds, Lord Dunedin and Mr. Cohen being opposed to the extension, and Mr. Webb being in its favour.

Branch B of the majority report deals with the statute law relating to picketing. This is a matter which has been brought into prominence by the decision of the Court of Appeal in *Lyons* v. *Wilkins* (47 W. R. 291; 1899, 1 Ch. 255), and that in turn was founded upon section 7 of the Conspiracy and Protection of Property Act, 1875. This section makes it an offence if any person, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, (*inter alia*) watches or besets the house or business premises of such other person; but it is provided that attending at or near such house or premises in order merely to obtain or communicate information shall not be deemed a watching or besetting within the meaning of the section. It has been claimed that the section does not exclude watching and besetting for the purpose of peaceable persuasion, but the only exception is in favour of obtaining or communicating information, and in *Lyons* v. *Wilkins* the Court of Appeal refused to allow that "peaceable persuasion" was any excuse for conduct which was made an offence by the statute and which was also a nuisance. The report, however, recognizes that some modification should be made in the law so as not to exclude resort to peaceable persuasion. All the witnesses, it is said, "admitted that the real vice of picketing consisted in illegal intimidation—that is to say, in producing in the mind of a person apprehension that violence might be used to him or his wife or family, or damage be done to his property. On the other hand, "the consideration that the right to strike, when not accompanied by breach of contract, tort, or crime, is legal, and indeed is conceded by nearly all employers to be within the rights of workmen, carries with it, in our judgment as a corollary, the right to persuade others to do the same." The majority, therefore, think that this right could be safeguarded, and at the same time the oppressive action of picketing struck at, if the watching-besetting clause with its proviso were struck out, and instead another sub-section (which would also supersede sub-section 1) inserted which would make it an offence if any person "acts in such a manner as to cause a reasonable apprehension in the mind of any person that violence will be used to him or his wife or family, or damage be done to his property."

The third branch of the report deals with the law of conspiracy, a subject which, it is truly said, is peculiarly intricate. We cannot in the present article exhaust the points under this head to which attention should be called. The matter has been dealt with by the commissioners very fully. A separate memorandum on the civil action of conspiracy by Mr. Cohen is appended, in which the other commissioners, except Sir W. T. Lewis, concur, and an elaborate account of the history of the law of conspiracy is given by Sir Godfrey Lushington, with which Mr. Cohen and Mr. Webb express their agreement. It must be sufficient for the present to state the conclusions on this head arrived at in the majority report. It is pointed out that in 1875 it was considered that the common law relating to criminal conspiracies was in many respects vague and uncertain, and that workmen were justified in demanding that the law as to their liability in connection with strikes and disputes should be made clear, precise, and definite. It was accordingly enacted, by section 3 of the Conspiracy and Protection of Property Act of that year, as follows: "An agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute between employers and workmen shall not be indictable as a conspiracy if such act committed by one person would not be punishable as a crime." But this enactment did not touch the civil action for conspiracy, the importance of which has been brought to the front by the *Taff Vale case* and *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C. 495). The former revealed the possible liability of trade union funds, the latter suggested that such liability may follow on a strike. The danger to trade unions, says the report, consists, not so much in the judgment of *Quinn* v. *Leathem*, as in the possible expansion of the judgment by the application of the *dicta* of certain of the law lords who took part in it. In *Quinn* v. *Leathem* there was the element of procuring to break a contract—that is, an element of admitted illegality. "But the *dicta* of *Quinn* v. *Leathem* shew clearly that there might be an action of damages based on any conspiracy to injure or to do harm, and it is obvious the very essence of a strike is in one sense injury to those against whom it is directed. Thus procuring to strike might by the law of *Quinn* v. *Leathem*,

coupled with that of *Taff Vale*, involve trade union funds in liability, even where there had been no procuring to break existing contracts." To avoid this result, the commissioners think that the civil liability for conspiracy should be dealt with in the same manner as the criminal liability was dealt with by the Act of 1875, and they suggest an enactment as follows: "That an agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute shall not be the ground of a civil action unless the agreement or combination is indictable as a conspiracy notwithstanding the terms of the Conspiracy and Protection of Property Act, 1875."

The majority of the commissioners further propose that the limited recognition of the legality of trade unions in the Trade Union Act of 1875 should be supplemented by a positive enactment that trade unions are lawful associations; and that, in accordance with the principles alleged to be recognized in *Allen* v. *Flood* (1898, A. C. 1), it should be expressly enacted that strikes are not illegal, and that persuading to strike, *apart from breach of contract*, is not illegal; and that no action lies against a person for the act of molesting another in his trade, business, or profession, unless such act be in itself an actionable tort. These matters form the first four of the nine recommendations which, as we have said, are summarized at the end of the majority report. Recommendations 5 and 6 are those mentioned above under branch A; number 8 has been mentioned under branch B, and number 9 under branch C. Recommendation 7 proposes that power should be given to trade unions either to become incorporated, or to exclude the operation of section 4 of the Trade Union Act, 1871, so as to enable unions to enter into enforceable agreements with other persons and their own members. Mr. WEBB appends a note to the report in which he protests against the idea that strikes and lock-outs represent the only method, or even a desirable method, by which to settle the conditions of employment, and he refers to the recent experiments of Australia and New Zealand in Conciliation Acts as pointing out a more excellent way.

(*To be continued.*)

Reviews.

Trade Marks.

THE LAW OF TRADE MARKS, TRADE NAMES, AND UNFAIR COMPETITION. By JAMES LOVE HOPKINS. SECOND EDITION. Chicago: Callaghan & Co.

This is an American work dealing with a subject of great and growing importance. The mass of decisions in all the courts of the United States, both State and Federal, many of which are here cited, testifies to the hold which it has gained upon the commercial community beyond the Atlantic, as it has nearer home. The same inference is to be drawn from the amount of legislation on the subject which is to be found, not only in the Federal Statute Book of the United States, but in those of almost all the States comprised in the union. These enactments, Federal and State, with the corresponding Canadian legislation, make up the 450 pages which constitute the second half of this work.

The first half of the book is in the nature of a treatise, the perusal of which seems to confirm the impression that the principles of law in this connection which are recognized and applied in the United States do not materially differ in essentials from those administered in the courts of this country. The chief distinction is to be found in the fact that this American work is mainly based upon American statutes and decisions, instead of being primarily associated with those of Great Britain. A number of English decisions are indeed cited, but most of them seem now a little remote, and we have looked in vain for several of the more important decisions of the English courts pronounced within the last ten or fifteen years. For this reason the book is hardly suited for ordinary use by an English lawyer, but it will be found to supply solutions of various problems which have not yet presented themselves here in the same form, besides which the commercial intercourse between Great Britain and the United States has long been so considerable that it is very convenient, if not necessary, to have at hand the means of ascertaining how the American courts regard the various questions which are or may be submitted to them.

The author has attempted (at p. 11) to discriminate between a "trade mark" and a "trade name" in a way which we are by no means sure is in conformity with the views held here. But this is not of much consequence if the rules as to the rights enforceable with respect to these matters are clearly pointed out. A more important matter in which the American courts appear to diverge from the English appears to be in the recognition of licences to use trade-marks (see p. 52). It would seem from the decisions referred to that such licences are regarded as legitimate in the States. Here the principle has always been that a mark ceases to be distinctive when it is used by several traders, and if a trade-mark owner by his own act brings this about by licensing the use of his mark, neither he nor his licensee can enforce the mark, which no longer indicates the make of a particular firm. The effect of combining trade-marks with patents and designs in the Act of 1883 led to the provision as to licensing in section 87 being apparently made applicable to trade marks, but this has entirely disappeared from the new Trade Marks Act of last year.

Correspondence.

The Public Trustee.—Solicitors' Clients' Moneys.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The first paragraph of "Current Topics" in your issue of the 17th inst. suggests matters worthy of consideration by provincial members of the legal profession.

All trustees are not solicitors; indeed comparatively few solicitors are trustees. This notwithstanding, the present Lord Chancellor, and other legal gentlemen in the House of Commons last session, seemed to think that a Public Trustee Bill was necessary on account of the lamentable conduct displayed in some three or four cases of legal professional insolvency occurring in the South of England.

"Out of the frying-pan into the fire" is an old saying, and to the consideration of all persons interested in trust assets outside the legal profession I commend for consideration the suggestion that the costs attendant upon the employment of a public trustee will ultimately amount to far more per annum than the losses arising through professional misconduct; besides, the latter may be stopped, or at least minimized, whilst the former can but increase, and no public trustee, permissive or compulsory, will accept the responsibility of dealing with trust assets except upon such data as are commonly required by the Chancery Division, and possibly at not much less cost. In short, the office of public trustee would in the natural course of things become the equivalent of a department of the Chancery Division.

At the annual provincial meeting of the Law Society, held in Leeds in October last, I proposed two resolutions, and their fate, coupled with subsequent events, appears somewhat significant.

The first resolution was as follows:

> "That it be a recommendation to the Council to take the matter of the safety of clients' moneys into consideration, with the view of adopting some authoritative rule or regulation to which all members of the profession must conform for the satisfaction of the public."

This was suggested by the papers on "Solicitors' Accounts" and "Clients's Money" of Mr. J. W. Budd and Mr. Wm. Godden, both of them, I believe, members of the Council of the Law Society.

My second was as follows:

> "That the Council of the Law Society be desired to offer an unflinching opposition to all Public Trustee Bills."

This was suggested by a paper on that subject read by Mr. W. P. Fullagar, of Bolton.

The special feature of my first proposition was compulsion. I endeavoured to shew that there were four, or at the very least three, things which every professional man ought, and should be compelled, to do as a condition precedent to practising, just as he is compelled to take out his certificate.

These four things are: (*a*) The keeping of a cash-book; (*b*) a ledger; (*c*) a separate banking account for clients' moneys; and (*d*) a half-yearly or quarterly audit by an independent chartered accountant. I am not aware of any profession or business which, as a class, does as much as this. Although some people may, with apparently sufficient reason, be sceptical as to the necessity for the two first propositions, it was, I believe, Mr. Manisty who, as a member of the Disciplinary Committee of the Law Society, confirmed my view by stating the lamentable deficiency in cash-books and ledgers in cases coming before that committee. No properly conducted professional office of any size, in the larger towns at any rate, exists without the four things I mention. They, at least, have nothing to fear from that compulsion, which, indeed, all members of the profession will in due course of time, I feel sure, come to admit is quite as much to their own, as to their clients' interests.

At that annual meeting observations fell from the President justifying a suspicion that the Council of the Law Society had already committed themselves to a Public Trustee Bill of some kind, and that too, without, so far as I am aware, any consultation with the country law societies.

The country practitioners are vastly more interested in the subject

than their brethren in London. It was not unnatural, therefore, that my second resolution should be, as indeed it was, rapidly hustled out of existence.

I did not know at the time, but the local press the following day apprised me, that Mr. Budd had seconded my first resolution. But the luncheon hour intervened in the discussion. What took place during that interval I do not know, but subsequently Sir Albert Rollit proposed:

> "That this meeting refers the subject of solicitors' accountancy to the Council, in consultation with the country law societies, for consideration, and such action as it may think best in the interest of the public and of the profession."

This was carried after the chairman had declared my resolution to have dropped for want of a seconder.

If the spirit of my resolution had been adopted and the necesear machinery added to the rules of the Law Society, there would be few solicitors in England who would fail to see the propriety, probably necessity, of being members.

Now let us consider what has taken place since the annual meeting. We may be forgiven for assuming that the Council intended something by Sir Albert Rollit's resolution. I have made inquiries, and cannot find that the country law societies have been either consulted, or even approached, with regard to that resolution; in fact, it appears to have found its destination in the waste-paper basket.

I am informed that the Council consider that it is too late now to confer with the country law societies, but that they (the Council) are in conference with the Lord Chancellor with regard to a Public Trustee Bill. What they are doing, and what they intend to do, will, I presume, be kept a secret until it suits their convenience to allow the profession at large to know the position in which they are placing those they represent. I have instituted inquiries in another direction, and cannot find that the Associated Provincial Law Societies, which professes to solely represent the country law societies, has done, or is doing, anything whatever with regard to the matter, and I feel justified, therefore, in suggesting that their leaders may be quietly waiting—as they did in the land transfer case—to put forward as their own creation some proposition which is at present in process of manufacture by the Law Society—*i.e.*, hatch the egg laid for them by the cuckoo. I may, of course, be wrong. It can, however, be easily put right. If I am not wrong, then there is confirmation of the opinion formed by the Yorkshire Law Societies in 1897-8 that the Associated Provincial Law Societies is an institution more dangerous than useful to the legal provincial practitioner. It does not possess either president, vice-president, or treasurer. It holds its meetings in the offices of the Law Society in Chancery-lane. Its only officials are in close personal friendship and sympathy with the Council of the Law Society, and its greatest activity is shown when apparently the steam is turned on by that Council.

Let us also consider the probable course of the quietly moving stream as regards the more or less dim and distant future. Assume the appointment of a permissive public trustee. We are entitled to speculate as to how long it will be before he drifts into a compulsory official and from a private person into a public office, which will require, and in due course of time obtain, a local habitation and a name. My pessimistic fear is that such habitation will be far greater in extent than either the land transfer office or the bankruptcy department. There are more testators leaving assets than owners of real estate or bankrupts.

A public trustee, so long even as he is a mere machine for the custody of money, can do little towards diminishing, but can do something towards the increase of, the labours of the London profession. If and when country assets get into his hands, is it not possible that London agencies must of necessity obtain an increase in their provincial business at the expense of the provincials as well as of their clients? Nay, is it not possible that country trust matters may ultimately almost entirely pass into the hands of the London profession, or at least to the larger provincial centres? In short, is there any objection, so far as London, Bristol, Birmingham, Liverpool, Manchester, Newcastle, and Leeds are concerned, to centralization; and if the present bubbling source is allowed to swell into an irresistible river, can it be assumed that the Council of the Law Society will find it possible to do more than lift their hands in hopeless helplessness against an inexorable course of events, whilst the provincial law societies accept everything with calm resignation?

Leeds, Feb. 20. ARTHUR MIDDLETON.

The Proposed Legal Committee in the House of Commons.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It has been said that "new occasions teach new duties." I think that the new solicitor M.P.'s cannot employ some of their spare time in the House better than by special attention to various matters that crop up from time to time on which they are professionally well able to express their opinions in the House and to responsible Ministers. New dangers have to be met with new weapons. Our new danger is increasing officialism, which is repugnant to English people. Solicitors as a rule know most of the defects and shortcomings of officialism. Let the solicitor M.P.s in the House, then, by forming themselves into a committee, provide "new weapons" to fight, if need be, any threatened increase of officialism to the detriment of the public. I believe it is a fact that the Bankruptcy and Companies Winding-up Departments of the Board of Trade are a drain upon the taxpayer. With a solicitor President of the Board of Trade much necessary useful reform could be effected in this department if the effort were made. JUSTITIA.

Feb. 21

[*To the Editor of the Solicitors' Journal.*]

Sir,—I think the suggestion made by Mr. Harvey Clifton in your columns last week is one which should have careful and full consideration. At first sight I was opposed to the idea, because I thought it an impossible one, but after full consideration I have come to the conclusion that such a committee could do real good work in quite an incidental way in the House, both for the public and for the profession.

I hope, therefore, that some step will be taken to secure the formation of such a committee or group. DEFENSOR.

Feb. 21.

Cases of the Week.

Court of Appeal.

DARTFORD BREWERY CO. (LIM.) *v.* MOSELEY. No. 1. 16th Feb.

PRACTICE—WRIT OF POSSESSION—JURISDICTION TO ORDER DEFENDANT TO PAY COSTS—"COSTS OF AND INCIDENT TO ALL PROCEEDINGS IN SUPREME COURT"—JUDICATURE ACT, 1890 (53 & 54 VICT. c. 44), s. 5.

Appeal by the defendant from an order of A. T. Lawrence, J., at chambers. The question was whether a successful plaintiff who had obtained an order for possession of premises was entitled to the costs of the writ of possession. The defendant, A. J. Moseley, was formerly tenant of the "Black Bull" public-house at Clayford, Kent, of which the plaintiff company were the owners. The defendant got into arrears with his rent, and the brewery took out a summons claiming possession of the premises, arrears of rent and mesne profits. The summons was taken out under order 14, and an order was obtained to sign judgment for possession with the costs of the application, the claim for rent being allowed to stand over. Judgment having been signed accordingly, a writ of possession was issued. The plaintiffs then proceeded to issue a writ of *fi. fa.* for the costs, and took out an order asking that the costs of and incidental to the writ of possession issued in pursuance of the judgment might be taxed and paid by the defendant to the plaintiffs. The master refused to make an order, but the judge reversed his decision and made the order as asked for. It was contended by the defendant's counsel that there was no jurisdiction to make the order, for although ord. 42, r. 15 allowed expenses of execution for the recovery of a debt to be added in a case of *fi. fa.* there was no corresponding rule in order 47 which deals with the issuing of a writ of possession. It was further submitted that section 5 of the Judicature Act, 1890, did not give jurisdiction, because a writ of possession was not a proceeding instituted in the Supreme Court, and *Re Long* (20 Q. B. D. 316), *Marquis of Salisbury* v. *Ray* (8 C. B. N. S. 193), and *Re Fisher* (1894, 1 Ch. 450) were referred to. For the plaintiffs it was said that section 5 of the Judicature Act, 1890, gave jurisdiction, that the reason why no provision was made to recover costs from the defendant under order 47, which dealt with writs of possession, was that the object of a writ of possession was to give the plaintiff a right to take property which was his own, and a sheriff could not deal with it, therefore, for the benefit of the plaintiff, whereas in a levy for debt the sheriff seized the defendant's goods from the proceeds of the sale of which the plaintiff was to be paid that which was due to him under his judgment.

VAUGHAN WILLIAMS, L.J., said it would be desirable first to deal with the proceedings in this case prior to the order being made which was now appealed against. By a writ of summons issued on the 21st of November, 1905, the brewery company claimed possession of these licensed premises, rent due and mesne profits, the defendant then being in possession of the premises as tenant although the term of his lease had expired. The plaintiffs were entitled under order 14, which now applied to an action by a landlord against a tenant to recover possession of premises where the tenancy had expired, to make an application for summary judgment. On the 15th of December an order was made that the plaintiffs should be at liberty to sign final judgment for possession as set out in the indorsement of the writ of summons, with costs of the application. The claim for rent was ordered to stand over. On the day following final judgment was signed. By that judgment, after reciting that the plaintiffs had obtained the order just mentioned, it was adjudged that the plaintiffs should recover possession of the premises and the costs of the application. Up to that time no mention had been made as to any costs of a writ of possession—which they were told amounted to between £9 and £10—obtained by the

plaintiffs on the 20th of December. The plaintiffs therefore applied, on the 29th of December at chambers, for an order that the costs of and incidental to this writ should be taxed, and paid them by the defendant. The judge made that order. It was now argued that there was no jurisdiction. Looking into the question, which was a novel one, he should have been inclined to have accepted the learned counsel's contention for the defendant, which clearly was in accordance with the law prior to the passing of the Judicature Acts, and indeed as late as the year 1890. He had examined the forms applicable to such a case, and had also referred to Watson on Sheriffs, which was a book of great authority on these matters, for these all shewed that there was formerly no jurisdiction to make such an order. But in 1890 the Judicature Act of that year, by section 5, in his opinion, gave jurisdiction. It directed that "the costs of and incident to all proceedings in the Supreme Court . . . shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid." The only question, therefore, was whether this was an enabling section that gave jurisdiction to make an order for the payment of costs, which could not have been ordered before, or was merely passed to regulate the exercise of existing jurisdiction. But Stirling, L.J., during the argument, had called attention to the case of in *Re Fisher* (1894, 1 Ch. 450), where Lindley, L.J., after mentioning the unfortunate state in which the law had been with regard to the costs of the payment out of court of money which had been paid in under the Lands Clauses Acts, in cases where the applicant, who was absolutely entitled to the fund in court, did not desire to have the money re-invested in land, and the attempt to get over the difficulty made in *Ex parte Mercers' Company* (10 Ch. D. 481), said: "However, in *Re Mills' Estate* (34 Ch. D. 24) that case was not followed, and the reason why it was not followed was that the court held that no jurisdiction was conferred upon it by the rules to order the payment of the costs in cases where before the Judicature Act it would have had no power to do so. That difficulty was felt to be one that ought to be got rid of by legislation, and section 5 of the Judicature Act, 1890, was passed for the purpose, among other things, of getting rid of what was admitted to be an unjust anomaly." That was an authority for holding that this section was intended to confer a new jurisdiction to order costs not existing before, and therefore if it was applicable to the present case the order appealed from was rightly made. It had been argued that the section only applied to the costs of and incident to all proceedings in the Supreme Court, and that a writ of possession was not a proceeding in the Supreme Court. He did not accept that contention, and therefore this was a matter to which section 5 applied, and the judge, under the power conferred by that section, had jurisdiction to make the order appealed from. The appeal would therefore be dismissed with costs.

STIRLING, L.J., concurred.—COUNSEL, *C. N. Tindale-Davis; J. R. Atkin.* SOLICITORS, *Morris & Richards; Nicholson, Graham, & Beesley.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

HOOPER *v.* **HERTS.** No. 2. 13th and 14th Feb.

COMPANY—SHARES—TRANSFEROR AND TRANSFEREE—BLANK TRANSFER—IMPLIED CONTRACT BY TRANSFEROR.

This was an appeal by the plaintiff from so much of the judgment of Kekewich, J., as dismissed the plaintiff's claim for damages for breach of an implied contract or obligation on the part of the defendant Whatton not to prevent or delay the registration of a *bonâ fide* transferee of certain shares in the Smelting and Refining Co. of Australia (1901) (Limited). The facts were as follows: In the year 1904 the defendant Whatton was the registered holder of 1,467 7 per cent. preference shares in the said smelting company. About the 8th of January, 1906, he delivered to the defendant Herts the certificate for these shares and a blank transfer of such shares duly executed, and he instructed the defendant Herts to borrow money on these shares. On the 13th of January, 1904, the defendant Whatton wrote to the defendant Herts as follows: "With regard to the smelting shares, I am anxious to know what you have done or can do. Please don't postpone the matter if you have not already seen about it. One ought to be able to borrow on those shares up to a good value at 4 per cent." On the 14th of January the defendant Herts saw the plaintiff and requested the plaintiff to advance him £700 on the security of the deposit of the said shares and signed transfer. The defendant Herts produced to the plaintiff the said certificate and signed transfer, and also shewed him the defendant Whatton's letter of the 13th of January. The plaintiff informed the defendant Herts that he was unable himself to find the money required, but that he would endeavour to borrow it from the Mines and Banking Corporation (Limited). The corporation declined to lend anything to either of the defendants, but agreed to lend the plaintiff the sum of £700 on the security of the shares, and also the plaintiff's personal liability, at 10 per cent. interest, the loan to be repaid with such interest within fifteen days from being made. The plaintiff informed the defendant Herts of the decision of the corporation. The defendant Herts thereupon wrote to the defendant authorizing him to raise a loan of £700 on the security of the shares and undertaking to indemnify him against any loss. In pursuance of this authority the plaintiff handed the share certificate and transfer to the corporation and received from the corporation the sum of £700, which he paid to the defendant Herts. The name of the plaintiff was filled in the transfer as transferee, and the corporation lodged the certificate and transfer for registration with the smelting company in March, 1904. The smelting company, in accordance with the usual custom, notified the defendant Whatton of the lodging of the transfer. The defendant Whatton wrote that the transfer was not in order and should not be completed. In consequence of this notification the transfer of the shares was not completed until after the commencement of the present action. Evidence was given to shew that in March, 1904, the shares were of considerable value, but that there had been a great fall since, and by the time the transfer was completed they had become practically worthless. Herts never repaid the plaintiff any part of the £700, and the mining corporation pressed the plaintiff for repayment. In these circumstances the plaintiff on the 30th of April, 1904, commenced the present action claiming as against Herts repayment of the £700 and interest, and as against Whatton a declaration that he was entitled to a charge on the shares for £700 and interest and foreclosure or sale, and also for damages for breach of the implied obligation or contract on the part of the defendant Whatton not to do anything to prevent or delay the registration of a *bonâ fide* transfer for value of the shares. At the date of the commencement of the action the mining corporation had not been paid, but they were paid off by the plaintiff before the trial. The defendant Herts, who had become a bankrupt, did not appear. The defendant Whatton put in a defence denying the authority of Herts to borrow money on the shares. Kekewich, J., found that Herts had authority to borrow money on the shares and that the plaintiff was entitled to a charge on them. But as regards the claim for damages the learned judge held that the plaintiff was only a nominee for the mining corporation and that the mining corporation had sustained no damage. He was therefore of opinion that the plaintiff was not in a position to sustain the action, and that he could not be said in it to have suffered damage. He accordingly dismissed the claim for damages. The plaintiff appealed against so much of the judgment as dismissed the claim for damages.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R.—It has been argued before us that there was no obligation on the part of the defendant Whatton not to interfere with the registration of the plaintiff, and that, even if there was such an obligation, the plaintiff is not in a position to claim damages. On the first point it seems to me clear, for the reasons given by Lord Esher in *London Founders' Association* v. *Clarke* (20 Q. B. D. 582), that there does arise between the parties, either by implied contract or out of the relationship of the parties, an obligation or duty that the grantor shall do nothing to prevent the grantee getting the benefit of his grant. The breach of this obligation or duty is not denied, so we come to the question whether the plaintiff is entitled to claim damages. *Primâ facie* the plaintiff as legal transferee has a clear right to damages, but it is suggested that the plaintiff, being a mere nominee, had no right of action in himself, and that in order to see whether there are damages it must be assumed that the real parties to the action are those for whom he is nominee, and it is said that those parties, having been paid, cannot complain that they have suffered loss. It seems to me that to accept this view is to shut one's eyes to the common sense of the matter. The plaintiff was not asserting any right against the lending company, but, on the contrary, he and the lending company were acting together with the view of best establishing their rights to the security. The plaintiff was the person most interested in realizing this security, as, if it had been realized, it would have put an end to his obligation to the mining corporation. In those circumstances, the defendant's action has deprived the persons entitled of the benefit of their right to deal with these shares. Of those persons the plaintiff was the person at law entitled to deal with them, and we find that, in the result, the mining corporation are only not sufferers from the defendant's action because they have been repaid by the plaintiff. Why, then, should not the plaintiff get the benefit to which he was entitled, and of which he was deprived by the action of his transferor? I think the mistake of the learned judge was in treating the plaintiff as a person with no beneficial interest. If we look at the facts of this case, it it is plain that he was not a mere nominee. The result is that the plaintiff is entitled to damages and the appeal must be allowed.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *P. O. Lawrence*, K.C., and *Napier; Stewart Smith*, K.C., and *Cozens-Hardy*. SOLICITORS, *G. L. Matthews & Co.; Thorp & Saunders.*

[Reported by J. I. STIRLING, Esq. Barrister-at-Law.]

High Court—Chancery Division.

Re **KEMPSTER. KEMPSTER** *v.* **KEMPSTER.** Kekewich, J. 14th Feb.

ADMINISTRATION—DEBTS, FUNERAL AND TESTAMENTARY EXPENSES—MARSHALLING ASSETS—PECUNIARY LEGATEES—REAL ESTATE CHARGED WITH DEBTS—LAND TRANSFER ACT, 1897 (60 & 61 VICT. c. 65), s. 2, SUBSECTION 3.

Adjourned summons. By his will, dated the 9th of October, 1903, the testator appointed his wife, the plaintiff, Deborah Kempster, and his daughter, the defendant Elizabeth Sparnon Kempster, his executrixes, and bequeathed to each of them a legacy of £50 free of legacy duty. He then directed that all his just debts, funeral and testamentary expenses should be paid as soon as possible after his decease. He further bequeathed "the balance of money" to be derived from certain policies of assurance on his life to the plaintiff, and he devised certain real estate to his daughter Deborah Sheppard, the other defendant. The testator died on the 20th of January, 1905. The will was proved on the 25th of March, 1905. The debts, funeral and testamentary expenses of the testator amount to a little over £200, and the personal estate (exclusive of the insurance moneys and certain gas shares) did not amount to more than £156. The real estate of the testator was estimated to be of the value of £750. This originating summons was taken out by the plaintiff for the determination of the question whether the debts and funeral and testamentary expenses of the testator ought to be paid (so far as might be necessary) out of

the real estate in exoneration of the personalty. The question turned on whether the Land Transfer Act, 1897, had rendered the charge contained in the will futile. Section 2, sub-section 3, provides that "in the administration of the assets of a person dying after the commencement of this Act, his real estate shall be administered in the same manner, subject to the same liabilities for debt, costs, and expenses, and with the same incidents, as if it were personal estate; provided that nothing herein contained shall alter or affect the order in which real and personal assets respectively are now applicable in or towards the payment of funeral and testamentary expenses, debts, or legacies, or the liability of real estate to be charged with the payment of legacies." For the plaintiff it was contended that the Act had not changed the rule in regard to the marshalling of assets, that *Re Roberts*, *Roberts* v. *Roberts* (47 SOLICITORS' JOURNAL 30; 1902, 2 Ch. 834) applied, and that the pecuniary legatees were entitled to be indemnified out of the real estate against so much of the debts, funeral and testamentary expenses as should not have been satisfied out of the personalty. For the defendant it was urged that the Land Transfer Act had affected the marshalling of assets, and that it rendered the charge in the will futile: Theobald on Wills (6th ed.), 819. The proviso in sub-section 3 does not conflict with the doubts expressed by Theobald.

KEKEWICH, J., in giving judgment, said that before the Act directions such as those contained in the will of the testator were treated as a charge of debts on the real estate, and that if resort was had to the personal estate, legatees could come against specific devisees of the real estate on the ground that testator had intended the debts to be paid out of the real estate. Since the Act real estate is treated as personal estate for the purpose of discharging debts, so that the necessity for the charge is now unnecessary. Although the Act says that the charge is unnecessary, it does not say that it is not there. Sub-section 3 says that nothing shall be altered. The doctrine of *Re Roberts* is still applicable. The debts, funeral and testamentary expenses of the testator ought, therefore, as far as his personal estate not specifically bequeathed is insufficient for the payment of his debts, funeral and testamentary expenses and the pecuniary legacies given by his will, to be borne by the real estate, so as to leave a sufficient part of the personal estate not specifically bequeathed by the will available for payment of the pecuniary legacies.—COUNSEL, *Greenland; Maugham; Blackwell.* SOLICITORS, *Foulger, Robinson, & Miller*, for *E. J. Vine*, Exmouth; *S. Myers.*

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

QUINION *v.* **HORNE.** Farwell, J. 15th Feb.

VENDOR AND PURCHASER—CONDITIONS OF SALE—CONDITION AS TO REQUISITIONS—UNWILLINGNESS TO COMPLY WITH REQUISITION—VENDOR'S RIGHT TO RESCIND.

Trial of action. The plaintiff was the purchaser at a sale by auction of property at Hounslow. The defendant sold as trustee of a will under a trust for sale contained therein. The sale was conducted subject to printed conditions of sale, and condition 2, after providing, in the usual terms, for the delivery of the abstract and requisitions, provided that if the purchaser should make any objection or requisition as to title or otherwise which the vendor should be unable or unwilling to remove or comply with, the vendor should be at liberty to annul the sale, and that in such case the purchaser should be entitled to have his deposit money returned, but without interest, costs of investigating title, or any compensation or payment whatsoever. By his will the testator gave and devised (*inter alia*) the property in question to trustees, upon trust to pay rents and profits arising from the same to M. A. S. Knevett for her life, and after her death upon trust to sell, and hold the net proceeds of sale in trust for the child or children of M. A. S. Knevett who should be living at her decease and have attained or attain twenty-one or marry, in equal shares. The testator further provided that if M. A. S. Knevett died without leaving any child surviving her the trustees should convey the property to certain specified persons. It followed from these provisions of the testator's will that the trust for sale only held good in the event of M. A. S. Knevett having left a child who was still living. The purchaser's solicitors in these circumstances delivered (*inter alia*) a requisition (No. 3) for the purpose of ascertaining the names and addresses of the surviving children (if any) of M. A. S. Knevett. They received a reply from the vendor's solicitors to the effect that there were six children of M. A. S. Knevett so surviving, and were subsequently informed of their names, but all requests for information as to the date and place of birth of one only of these children met with no response beyond an intimation that the vendor had not much information in his possession. Ultimately, on the 2nd of November, 1905, the solicitors of the vendor gave notice that the vendor rescinded the contract, owing to his unwillingness to procure the required information, which, he contended, did not affect the title. The purchaser's offer to withdraw the requisition in question not being accepted, he commenced this action, claiming specific performance of the contract.

FARWELL, J.—The cases shewed that some limitations must be placed on the word "unwilling." The rescission must not be merely arbitrary and capricious: *Re Dawes and Wood* (33 W. R. 685, 29 Ch. D. 626), *Re Starr-Bowkett Building Society and Sibner's Contract* (38 W. R. 1, 42 Ch. D. 375). The reason given for rescission in this case was that of expense, but the information required by the purchaser could have been furnished without incurring expense. The vendor had acted unreasonably in refusing to give the information which, upon the evidence, it was in his power to give. No reason for refusing the information could be suggested. The plaintiff must succeed in his claims for specific performance.—COUNSEL, *Jenkins*, K.C., and *J. Samuel Green*; *Upjohn*, K.C., and *J. R. Brooke.* SOLICITORS, *Hickes & Knight*, for *Garner & Son*, Hounslow; *H. R. Peake.*

[Reported by F. HARDINGE DALTON, Esq., Barrister-at-Law.]

Re **PARKER'S POLICIES AND** *Re* **THE MARRIED WOMEN'S PROPERTY ACT, 1870. PARKER** *v.* **PARKER.** Swinfen Eady, J. 1st and 2nd Feb.

INSURANCE—POLICIES TAKEN OUT IN CONFORMITY WITH THE MARRIED WOMEN'S PROPERTY ACT, 1870—APPOINTMENT TO SUBSEQUENT WIFE.

Summons. This was an originating summons to determine whether two policies of assurance on his own life for £1,000 each, taken out in 1879 in conformity with the Married Women's Property Act, 1870, by a married man, would enure for the benefit of a second wife subsequently married by him, by virtue of an absolute appointment of the moneys to her by deed. The facts were as follows: R. W. Parker, a solicitor, on the 6th of May, 1879, took out two policies in the Scottish Provident Institution. The policies were expressed to be on the life of Parker, who had been duly admitted a member of the institution, and they certified that under the provisions of the Married Women's Property Act, 1870 (33 & 34 Vict. c. 93), the policy-holder's "widow or widow and children or some or one of them, in such shares, proportions, and interest and generally in such manner as Parker shall by will or codicil or by deed revocable or otherwise appoint, shall be entitled to receive out of the funds of the institution" the moneys secured by the policies. At this date Parker was married and had two children, a third child being afterwards born to him by his then wife. The wife died in 1881 leaving these three children, who were the defendants to this summons, surviving. In 1886 Parker married a second wife, the present plaintiff, and by deed of the 28th of April, 1903, purported to exercise the power of appointment in the policies and appointed the policy-moneys to his second wife absolutely. Parker died on the 25th of November, 1905. The only parties to this summons were the widow and the three children of the first marriage, but in the course of the argument it was conceded that a child who had been born of the second marriage was in the same position as those of the first marriage, and if they took would share with them. So the question really was whether the widow took the fund as appointed, or whether the children took it as unappointed. The Married Women's Property Act of 1870, by section 10, enables "any married man" to effect a policy on his own life, expressed upon the face of it to be for the benefit of his wife or of his wife and children or any of them, and the policy is to be "deemed a trust for the benefit of" those persons and "shall not, so long as any object of the trust remains, be subject to the control of the husband or of his creditors, or form part of his estate." For the plaintiff it was contended that the word "wife" is not limited to the wife at the date of the policies but would include an after-taken wife, for there would be as much reason to make provision for a later wife as for an earlier one. In *Re Browne's Policy* (51 W. R. 364; 1902, W. N. 225) Kekewich, J., had decided that a second wife was within the provisions of the Married Women's Property Act, 1882.

SWINFEN EADY, J., in giving judgment, said that, though there were slight verbal differences between the Acts of 1870 and 1882, he was unable to see any sound distinction on this point. The Act of 1870 in section 10 speaks of a policy effected by "any married man," whereas the words in section 11 of the Act of 1882 are "any man," but there was no distinction between the two; if a second or subsequent wife was within the later Act, she was also within the earlier, and *Re Browne* must apply. Assuming that, the appointment in this case was valid, since it was certainly within the trusts as set forth on the face of the policy itself, that is, for "the widow or widow and children or some or one of them." But if that view were wrong, and the second wife was not within the terms of the Act, the alternative was that the settlor had introduced into the policies a stranger who was not a wife within the meaning of the Act—namely, an after-married wife coming under the head of "widow," and had attempted to make provision for such stranger. In that case the trust set forth on the policy was not one within the Act of 1870 at all. That Act contains certain provisions enabling the policy-moneys to be secured for certain persons of a limited class, and to be deemed a trust for the benefit of those persons and, so long as there remained any objects of that trust the moneys were free from the control of the husband or his creditors. But as soon as an outsider, a stranger to these statutory benefits, is introduced into the trusts of the policy, it ceases to be a policy within the Act. It had been argued for the defendants that if the policies and the Act were read together the word "widow" in the policies meant "my present wife if she survives and becomes my widow," but it was impossible to restrain the language in this way, "widow" meant the person who at the death should become the widow. If the policy was thus outside the statute, it was simply an arrangement with the institution that the money should be paid as appointed among the objects of the power, and the assured had so appointed to the plaintiff. So *quæcunque viâ*, whether the plaintiff was or was not within the statute, she took by appointment, and his lordship so decided.—COUNSEL, *Reginald Hughes; Frank Russell.* SOLICITORS, *Hughes & Masterman.*

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-Law.]

Re **VALPY. VALPY** *v.* **VALPY.** Swinfen Eady, J. 6th Feb.

WILL—EXONERATION—MORTGAGE DEBT—CONTRARY INTENTION—LOCKE-KING'S ACTS.

Originating summons. The object of this summons was to determine (*inter alia*) whether a mortgage debt was to be borne by a particular estate alone, or rateably by that estate and the general residue. The testator, by clause 9 of his will, devised the X estate to specific devisees. By clause 14 he devised and bequeathed the Y estate and all other real and personal estate not otherwise disposed of to trustees on trust for sale and conversion. By clause 15 he directed the trustees to pay general and testamentary expenses and debts out of money arising from such sale and con-

version and out of his ready money "except charges and mortgage debts, if any, on property specifically devised, which debts are to be paid primarily out of the property charged therewith." The testator bequeathed the residue of the said money as follows: Such part of the same as consisted of the proceeds of the sale of his residuary estate other than the Y estate to four children, F. H. V., J. V., A. M. V., and C. M. V., and a grandchild O. H. V., in equal shares, and such part of the same as consisted of the proceeds of sale of the Y estate to the said four children (but not the grandchild) in equal shares. At the death of the testator his real property consisted of the X estate and the Y estate. At the date of his will, and also at the date of his death, there was a mortgage on the Y estate, but no other mortgage. One of the four children was an executor and trustee of the will.

SWINFEN EADY, J., held that the Y estate was not "specifically devised" within the meaning of clause 15 of the will, but that that clause was equivalent to a direction to pay the debts of the testator "except charges and mortgage debts (if any) on the X estate," out of the mixed residuary fund. That was a contrary intention within the meaning of the Real Estate Charges Act, 1867 (30 & 31 Vict. c. 69), s. 1. There was a clear implication that the mortgage debts other than those (if any) on the X estate were included in the general direction to pay the debts. The mortgage on the Y estate must therefore be borne rateably by the mixed residuary fund.—COUNSEL, *J. M. Paterson; Crossfield; T. J. C. Tomlin.* SOLICITORS, *Valpy, Peckham, & Chaplin; Dimond & Son.*

[Reported by F. HARDINGE DALSTON, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

TOZELAND *v.* GUARDIANS OF WEST HAM. Div. Court. 14th Feb.

EMPLOYERS' LIABILITY—COMMON EMPLOYMENT—LIABILITY OF POOR LAW GUARDIANS FOR NEGLIGENCE OF SUBORDINATE.

This was an appeal by the plaintiff from a judgment of Judge Smyly, sitting at the Bow County Court, and raised an important point on the doctrine of common employment. It appeared that the plaintiff had become an inmate of West Ham Workhouse, and on his admission there was put to gardening work, but was afterwards transferred to Whipps Cross Infirmary, where he was employed in carrying out an enlargement of the electric lighting installation. For the purpose of getting some cables through the wall a scaffold had been erected. The scaffold, for the proper erection of which the head of the electrical work took responsibility, gave way while the plaintiff was upon it, and he sustained severe injuries. Questions were raised at the trial with regard to what civil rights a pauper had, but the judge in a considered judgment decided that the plaintiff was in common employment with the man whose negligence caused the accident. It appeared that the head of the electrical work was a permanent official of the union. On behalf of the plaintiff it was contended that the doctrine of common employment was not applicable to the facts as above stated. The plaintiff had no option as to whether he would do the work or not. If he does refuse he is liable to one month's imprisonment. *Smith* v. *Steele* (L. R. 10 Q. B. 128) shewed that the doctrine of common employment does not apply where the man is compelled to do the work. On behalf of the respondents it was contended that if he was not in the position of a servant, he was merely a volunteer, and the defendants were therefore not liable. The pauper was not obliged to enter the workhouse, but if he did he knew that he was undertaking to do some kind of work though he did not know what the work would be. *Smith* v. *Steele* was distinguishable as it was a case where a pilot was compelled to undertake the pilotage. Moreover, poor law guardians act merely ministerially and are not liable in such an action as this. Counsel on this point referred to *Brennan* v. *The Guardians of the Limerick Union* (Ir. Rep. 1878, p. 42), and *Leving on* v. *The Lurgan Guardians* (2 Ir. Com. Law Rep. 1868, p. 202.

THE COURT (Lord ALVERSTONE, C.J., and RIDLEY and DARLING, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J., said: Upon the main question upon which the county court judge decided the case—the question of common employment—I have felt no doubt. The judge has overlooked the broad considerations which underlie the doctrine that a servant has the option whether to do the work or not. In this case there was no such option, and the pauper was working subject to a penalty if he did not. In many cases the judges have based the doctrine on the voluntary nature of the man's work. It has been contended by counsel that the pauper voluntarily contracted to do the work in exchange for board and lodging. I cannot go so far as that; he goes under compulsion of hunger. As to the other point, the liability of the guardians for the negligence of a subordinate, I feel more doubt, but I think on the whole that the work being done was not their ordinary ministerial work as guardians; it was an extension of the electric installation, and the case falls within the class of cases like *Levington* v. *The Lurgan Guardians*, in which the guardians were held liable on the same principles as would be applied to ordinary individuals. Judgment must therefore be entered for the plaintiff for £100, the amount of damages provisionally assessed by the county court judge.—COUNSEL, *Wallace*, K.C., and *Abinger; Avory*, K.C., and *Stephen Lynch.* SOLICITORS, *Philbrick & Co.*, for *Haynes, Robinson, & Co.*, Bow; *Hillearys.*

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

LONDON, TILBURY, AND SOUTHEND RAILWAY CO. *v.* WARD & CO. Div. Court. 24th Feb.

PRIVATE ACT OF PARLIAMENT—COMMON FORM ARBITRATION CLAUSE—JURISDICTION OF COURT—DIFFERENCE AS TO CHARGES BY RAILWAY COMPANY—REASONABLENESS OF CHARGE.

This was an appeal by the plaintiffs in an action to recover charges for the detention of their trucks by the defendants against a decision of his Honour Judge Smyly in the Bow County Court of Middlesex, who held that he had no jurisdiction to try the case. His Honour's decision was based upon his interpretation of the following clause in the London, Tilbury, and Southend Railway Co's. Order Confirming Act, 1892 (55 & 56 Vict. c. xlix.), s. 5: "The company may charge for the services hereunder mentioned, or any of them, when rendered to a trader at his request or for his convenience, a reasonable sum by way of addition to the tonnage rate. Any difference arising under this section shall be determined by an arbitrator to be appointed by the Board of Trade at the instance of either party. . . . Sub-section (iv.). The detention of trucks, &c. . . . beyond such period as shall be reasonably necessary. . . ." A letter had been written by the defendants to the plaintiffs disputing the charge before their action was brought in the county court, but there had been some doubt as to whether the letter (which was not in exact legal terms, but expressed in colloquial business language) disputed the legality of the charge as a whole, or merely the reasonableness of the amount. Counsel for the appellants submitted: (1) The plaintiffs have a common law right to sue for the carriage, irrespective of their right under the Act; (2) the difference was not really as to the "reasonableness" of the charge, but as to whether it was legally recoverable at all; (3) no notice of defence had been given; this was a special statutory defence of which notice was required. (This point had not been raised in the notice of appeal, and so was not pressed.) He referred to *London and North-Western Railway* v. *Billington* (1899, A. C., p. 79), judgment of Bigham J., in *London and North-Western Railway* v. *Crook & Son* (20 Times L. R., p. 506), where it was held that the railway company could recover siding rents either under (1) common law contract of use and occupation, or (2) under the clause in the statute. Counsel for the respondents submitted that the company can make charges only under the statute, and only in the way appointed by the statute. The statute provides for determination by an arbitrator of any difference as to the reasonableness of the charge. The county court judge had found as a fact that there was a difference, and that it was raised before the action was brought. The evidence on which he found this was the letter (there was further evidence for the defendants, but his Honour did not hear it, considering the letter sufficient evidence on which to decide that he had no jurisdiction). He argued at length as to the terms of the letter.

The judgment of the COURT was delivered by

RIDLEY, J.—This is a mixed question of law and fact. There must be (1) a "difference" between the parties arising before proceedings are commenced to recover the charge; and (2) no difference about anything except the "reasonableness" of the charge. This case must go back to the county court judge to hear the evidence and decide whether the dispute is in fact limited to the "reasonableness" of the amount. If so, the case is to go to an arbitrator; if not, he is to hear and determine the case himself. Appeal allowed with costs.—COUNSEL, *Frampton; Foote*, K.C., and *Ricketts.* SOLICITORS, *F. C. Mathers & Co.; Nevish, Howell, & Haldane.*

[Reported by J. H. MENZIES, Esq., Barrister-at-Law.]

GUARDIANS OF WANDSWORTH UNION *v.* WORTHINGTON. Farwell, J. 8th Feb.

POOR LAW—PAUPER LUNATIC—PAYMENTS ON ACCOUNT OF MAINTENANCE—ARREARS RECOVERABLE OUT OF ESTATE AT DEATH—STATUTE OF LIMITATIONS (21 JAC. 1, c. 16).

This was an action by the Guardians of Wandsworth Union against Catherine Worthington, as administratrix of the estate of Mary Ann Worthington, deceased, a pauper lunatic, for the sum of £337, arrears of maintenance due to the guardians at the date of the death of the lunatic. Mary Jane Worthington, a lunatic not so found by inquisition, had been from 1876 to the date of her death in July, 1904, maintained at the expense of the Wandsworth Union at Caterham Asylum, the annual cost being £21. She was, together with two sisters, entitled to share in certain real and personal property and by an order in lunacy "in the matter of Mary Jane Worthington, Caroline Amelia Worthington, and Agnes Louisa Worthington, persons of unsound mind not found so by inquisition," made in 1885 under the Lunacy Act, 1862, a brother of the lunatic was appointed receiver of her estate and was authorized to receive the share of the lunatic in the income of the estates of the three lunatics and to apply such income for her maintenance and benefit. The brother died in 1897, and the defendant, a sister of the lunatic, was, by an order in lunacy, appointed receiver of the income of the lunatic in the place of his brother. The receiver for the time being had, under these orders, paid the whole income of the lunatic to the guardians, and it had been applied as and when received by them in part discharge of the arrears of maintenance of the lunatic. The amount thus received in each year was about £11 less than the amount expended, and at the death of the lunatic in 1904 there was a sum of £337 owing to the guardians in respect of arrears of maintenance. Letters of administration were taken out by the defendant and the estate of the lunatic was sworn at £426. In answer to the claim of the guardians in respect of arrears due to them, the defendant set up the Statute of Limitations and alleged that the plaintiffs were only entitled to six years' arrears of maintenance up to the date of the writ, less all payments made during such period. It had been decided in *Re Newbiggin's Estate* (36 W. R. 69, 36 Ch. D. 477) that such a debt for past maintenance was only an ordinary debt, liable to be barred on the expiration of six years, in spite of the extraordinary powers by statute available for the recovery of such a debt. For the plaintiffs it was argued that in this case the Statute of Limitations had no operation, because there had been regular payments on account, which constituted a recognition of the entire debt and bound the estate of the lunatic, though made by the receiver in lunacy acting as an officer of the court.

FARWELL, J., in giving judgment said that it was well settled that a lunatic pauper may plead the benefit of the Statute of Limitations and that he had in this respect the same rights and liabilities as the ordinary individual. The question was whether there was anything here to take the case out of the statute. Now, if the statute might be pleaded, payments on account could also be pleaded in answer to it. In this case payments had been made clearly on account, because the actual income, which had been paid over entire, was so small. It was true that the payments had been made by the receiver in lunacy, who was an officer of the court, and it was said that such payment could not bind the estate of the lunatic. But it was clear from the circumstances and from the smallness of the income that the court must have known that these payments were made on account of income and were insufficient for that purpose. The inference was that these payments were authorized by the court to prevent litigation by the guardians to enforce their claims, which would have been otherwise inevitable. This would constitute an acknowledgment sufficient to take the case out of the statute and there would be judgment for the plaintiffs for the amount claimed.—COUNSEL, *S. Mayer; R. Cunningham Glen.* SOLICITORS, *W. W. Young, Son, & Ward; S. W. Johnson, & Son*, for *Fisher, Jesson, & Co.*, Ashby-de-la-Zouch.

[Reported by C. H. CARDEN NOAD, Esq., Barrister-at-LAW.]

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 20.—Chairman, Mr. P. M. C. Hart.—The subject for debate was: "That the case of *Frost* v. *Aylesbury Dairy Co.* (C.A., 1905, 1 K. B. 608) (Purpose for which goods supplied—Implied warranty of fitness—Sale of Goods Act, 1893, s. 14, sub-section 1) was wrongly decided." Mr. Alexander opened in the affirmative, Mr. Pollock seconded in the affirmative; Mr. J. D. A. Johnson opened in the negative, Mr. D. T. Garrett seconded in the negative. The following members also spoke: Messrs. Pleadwell, A. O. Harnett, Bass, Harston, Blagden, Henderson. The motion was lost by four votes.

Companies.

Law Guarantee Society.

ANNUAL MEETING.

The annual general meeeing of the Law Guarantee and Trust Society (Limited) was held on Thursday at the head office, Chancery-lane, Mr. EDWARD F. TURNER (chairman) presiding.

Mr. THOMAS R. RONALD (general manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report and balance-sheet, said, turning to the revenue account, that the premiums, fees as trustees, and commissions, after allowing £44,534 16s. 5d. for reassurances, left £173,647 17s. 4d. The gross sum was £218,182 13s. 9d., which compared with £202,700 last year. Two years ago the net premium income went up from £118,000 to £170,000. It was hardly to have been expected that that should have been kept up, and it was £158,000 last year. This year they had again got up to that astonishing increase and shewed £173,647 17s. 4d., the highest amount ever recorded during the society's existence. That premium income had been earned under great difficulties, owing to the constantly increasing opposition, and owing to the nature of the society's assurances a great deal of exhausted matter had to be made up by fresh business every year. Each year the board became a little more conservative with regard to risks, but the premium income increased in spite of this. The reinsurances were £44,534, compared with a slightly larger figure last year; relatively they were less as a matter of ratio. Interest on investments and rents on properties in hand stood at £14,079 11s. 2d., which was a few hundred less than last year. It would not have been surprising if they had been considerably less, because there had been so large a reduction in the properties taken over by the society from which income had been derived. The explanation was that there had been improved lettings of the properties retained, so that this was a gratifying feature. On the debit side the item "claims" was £105,145, as against £80,000 last year, which was a considerable increase, but it included not merely the actual claims paid away during the year, but also whatever the directors had thought it prudent to write off such items as "properties taken over and advances against securities" in order to bring those items down to the points of their real value. The "management expenses" were larger by some £4,000 than last year, but relatively to the business done they were slightly less, and compared favourably with the ratio of any institution which could be brought into comparison. As a result the revenue account shewed a balance of £35,743 5s. 6d., from which £5,000 had been transferred to the general reserve, which now stood at £200,000; £8,000 had also been transferred to "reserve for claims in suspense," which now stood at £25,000; and the balance of income was £22,743 5s. 6d., to which must be added the balance to the 31st of December, 1904, of £34,392 4s. 3d., giving a total of £57,135 9s. 9d. The final dividend to the 31st of December, 1904, absorbed £12,000 and the interim dividend £8,000, which took £20,000 off that figure. It was now proposed to pay a final dividend making the dividend for the year 10 per cent., which would again absorb £12,000, and there would be a balance to carry forward of £25,135 9s. 9d., comparing with £22,392 last year, and £15,495 in the preceding year. On the credit side of the balance-sheet the investments were taken in almost every instance at cost price, and in one or two instances at below cost price. Consols, of which the society held a very considerable amount, which were written down to 87½ last year, stood now at an appreciably better price. "Properties taken over pending realization" stood at £210,639 5s. 10d., comparing with £284,540 16s. in the previous year, a pleasing and gratifying fact, but this was an item which must always fluctuate. "Advances against securities and sundry debtors" which appeared last year at £56,000 had increased to £77,722 19s. 6d., but this was a sound and safe item. "Cash at bankers" amounted to the very large sum of £106,623 12s. 2d., which was very satisfactory, and it was still more satisfactory that the item of the bank loan of £10,000 last year and £33,000 the year before had disappeared. The "general reserve fund," which stood last year at £195,000, had been increased to £200,000, which was a symmetrical and satisfactory figure. "Mortgages on properties," £18,000, stood at the same figure as last year. This was a matter of financial convenience, the rates of interest were very moderate and the board had not thought it expedient to pay them off. He wished to call attention to that branch of the business dealing with mortgage assurance. There was a certain class of mortgages which people did not feel disposed to insure even at the reduced premium which the society charged, such mortgages as trustees might be advised without hesitation to make. Infinite relief from anxiety is to be obtained for very small payments, and the trustees would be able at once to throw the whole burden on to a strong financial society like theirs. The advantages of mortgage assurance were not appreciated in regard to that class of mortgage which of itself did not give rise to anxiety at the time when it was made. The guaranteeing of debentures was also a class of business undertaken by the society with great advantage to the assured. He hoped the meeting would think the results of the year's working were satisfactory, and that they shewed the society to be in a strong and sound position, and that their interests as shareholders were well cared for. They owed a very deep debt of gratitude to the staff for their devoted, able, and zealous services from the general manager down to the lowest clerk in the office. The work was unremitting and arduous and anxious at times, and no words could express the value to the society as an asset of Mr. Ronald, not to exclude the others, but he was head and responsible. They had every reason, too, to feel most grateful to those who were working there day after day to protect the interests of the shareholders.

Sir JOHN GRAY HILL seconded the motion, which was unanimously adopted.

On the motion of Mr. E. J. BRISTOWE the retiring directors, Mr. E. F. Turner, Sir John Gray Hill, Mr. R. L. Hunter, and Mr. W. Maples, were re-elected.

The auditors, Messrs. Deloitte, Plender, Griffiths, & Co., were re-elected.

A vote of thanks to the directors, the general manager, and the staff, on the motion of Mr. LAWTON, brought the proceedings to a close.

Legal News.

Appointments.

Mr. WILLIAM JOHN REYNOLDS POCHIN and Mr. ARTHUR EDMUND GILL, barristers-at-law, have been elected Benchers of the Honourable Society of Gray's-inn.

Mr. T. H. MUNDELL, solicitor, of 21, Godliman-street, London, has been appointed a Commissioner for Oaths. He was admitted in 1885.

Changes in Partnerships.

Dissolutions.

ERNEST FREDERIC DEBENHAM and RAMSDEN WALKER, solicitors (Debenham & Walker), 2, Gresham-buildings, Basinghall-street, London. Feb. 13. The said Ernest Frederic Debenham will, for the future, carry on business at No. 2, Gresham-buildings, on his own account, under the style of E. F. Debenham & Co.; Mr. Ramsden Walker will carry on business in his own name and on his own account at 32, Watling-street, London.

WALTER HUGHES and HENRY CHAUNCY MASTERMAN, solicitors (Hughes & Masterman), formerly at 59, New Broad-street, and lately at 25, Great Winchester-street, London. Dec. 31. Such business will be carried on in the future by the said Henry Chauncy Masterman.

[*Gazette*, Feb. 16.

EDWARD ARTHUR LEADAM and REGINALD YOUNG, solicitors (Leadam & Young), 28, Austin Friars, London. Feb. 17. The said Edward Arthur Leadam will continue to practise at 28, Austin Friars aforesaid, under the style of Leadam & Co., and the said Reginald Young will continue to practise at 32, Queen Victoria-street, London.

GEORGE NEVILLE and WILLIAM DALZIEL FISHER, solicitors (Neville, Fisher, & Co.), Broad-street House, New Broad-street, London. Feb. 10.

[*Gazette*, Feb. 20.

General.

Mr. Justice Phillimore has been absent from the courts in consequence of his recent attack of influenza.

It is announced that County Palatine appeals will be taken in Appeal Court No. 2 on Thursday, the 8th of March.

Mr. Justice Farwell was unable, on the 19th inst., owing to indisposition, to take his seat in the Lord Chancellor's Court. He is stated to be suffering from a bad throat, and has been ordered by his medical adviser to rest for a week.

Mr. Pickersgill intends to ask the Attorney-General whether it is intended to reintroduce the Bill recommended by the Beck Commission, providing machinery to compel a judge at a criminal trial to state a case for the Court for Crown Cases Reserved.

Speaking generally, says a writer in the *Globe*, Chancery has now become synonymous with expedition. A case was decided by Mr. Justice Warrington last week which took but a fortnight to come to trial; the writ was issued on the 2nd of February, and judgment was delivered on the 16th of February.

Mr. R. S. Bremner, a Liverpoool solicitor, when leaving a client's house, says the *Evening Standard*, held out his hand to say "Good-night," and suddenly fell down and died. His father also died suddenly some years ago while in the police-court on legal business, and more recently two brothers and a sister died with equal suddenness.

It is stated that, at a meeting of the King's Bench judges on the 20th inst., Mr. Justice Lawrance was elected a Parliamentary election petition judge for the present year in succession to Mr. Justice Darling, who has resigned. Mr. Justice Grantham and Mr. Justice Channell, the other two election petition judges, will, it is understood, try the first petition.

The oldest inhabitant of Colchester, Joseph Jennings, has, says the *Times*, just died in an almshouse there at the age of 100. It was a disputed will in his family which led to the lawsuit on which Dickens founded the case of *Jarndyce* v. *Jarndyce* in "Bleak House." A tablet in St. Peter's Church, Colchester, to one of Jennings's relatives concerned in the suit bears the words from Jeremiah, "Through deceit they refuse to know me."

At the annual dinner of the Surveyors' Institution Mr. Alfred Lyttelton, in replying for the bar to the toast of "The Bench and the Bar," said that he hoped, if ever he had the good forture to enter Parliament again, to combine his work there with duties of an arbitrator. The present Government had, he thought, shewn singular appreciation of what was the true intellect and wisdom of the country by including in the Cabinet so many men connected with the legal profession.

We understand, says the *Times*, that the Board of Trade have decided in the matter of the vacant official receivership at Canterbury to make somewhat of a new departure by seeking a solicitor or an accountant who would be willing to devote the whole of his time to the duties of the receivership, to the exclusion of all private practice. With this object in view the time for receiving applications has been extended for a week or two. Hitherto such exclusive conditions have been attached only to official receiverships paid by fixed salaries.

A certain Philadelphia lawyer was, says an Amercian journal, one evening at a friend's house when a rather pompous member of the bar of the Quaker city was seeking to convey to the company the impression that his income from the practice of his profession was exceedingly large. "Gentlemen," the pompous lawyer was saying, "I have to earn a good deal. It may sound rather incredible, but my personal expenses are over fifteen thousand dollars a year. It costs me that to live!" "That's too much," interjected the lawyer first-mentioned, "I wouldn't pay it—it isn't worth it!"

At a vestry meeting, held at Holbeach on Thursday in last week, says the *Spalding Free Press*, it transpired that it was fifty years that day since Mr. J. P. Scurton, solicitor, was appointed vestry clerk for the parish of Holbeach, the date of his appointment being the 14th of February, 1856. He has acted in that capacity ever since his appointment, and has only missed one vestry meeting out of 268 held during the whole period. The cause of his absence on the one occasion referred to was ill-health. It would be interesting to know whether this unique record can be beaten by vestry clerks in any other part of the country.

In the House of Commons, on Wednesday, Dr. Macnamara asked the Secretary of State for the Home Department whether his attention had been called to the difficulties experienced by working men voters, in London especially, in recording their votes, as a result of the closing of the poll for Parliamentary elections at 8 o'clock p.m.; and, if so, whether he would consider the desirableness of extending the hours of polling and of fixing Saturday as a general polling day. Mr. Gladstone replied: No representations have yet reached me officially to the effect that working men voters find it difficult to record their votes before 8 p.m., but it is a matter which shall receive my attention.

A remarkable law suit, the origin of which goes back to 1613, has just, says the *Figaro*, been decided by the Supreme Court at Leipzig. The matter in dispute was the right claimed by the communes of Dabo and Igenthal, situated on the border of Alsace and Lorraine, to cut wood in the forest of Dabo. This right had been disputed by the French Government, and, after the Franco-Prussian war, a German jurist was appointed to study the question. It took him 35 years to get up the case, which is described as filling several hundred volumes. A decision was at last reached in 1904, when the Court of Saverne found in favour of the two communes. This verdict was confirmed on appeal by the court at Colmar, and finally, as stated, by the Supreme Court at Leipzig. The costs of the proceedings, amounting to many hundreds of thousands of francs, will have to be defrayed by the Treasury.

The King's Speech announces the following Bills: A Bill for amending the existing law with regard to education in England and Wales. Bills for dealing with the law regulating trade disputes, and for amending the Workmen's Compensation Acts; for the further equalization of rates in the metropolis, and for amending the Unemployed Workmen Act; also Bills dealing with the merchant shipping law, for amending and extending the Crofters' Holdings (Scotland) Act, for amending the Labourers (Ireland) Act, for checking commercial corruption, for improving the law regarding certain colonial marriages, for abolishing the property qualification required of county justices in England, and for the prevention of plural voting in Parliamentary elections.

A meeting of the Trade Marks, Patents, and Designs Section of the London Chamber of Commerce was held on Friday. The meeting was specially convened to consider the draft Statutory Rules and Orders, 1906, for the working of the Trade Marks Act, just issued by the Board of Trade [discussed by us last week]. It was considered that certain rules required revision, and that the fees proposed to be charged were excessive and unnecessary. A special committee was appointed to draw up suggested amendments to the rules, and a request was forwarded to the President of the Board of Trade asking him to receive a deputation on the subject. Arrangements were also made to secure the co-operation and assistance of other chambers of commerce.

Mr. Sidney Low, in the *Standard*, describes the characteristics of the Bengali. He says: Many gravitate to the law, and become pleaders, or attorneys, or barristers; for India is a litigious country, and there is some sort of a living to be made by a whole host of practitioners, from the small cause court lawyer, who touts for clients at two rupees a case, to the leader in the Calcutta High Court, who earns an income which would be deemed handsome in Lincoln's-inn. The law is the one profession in which the Bengalis more than hold their own with Europeans. The "black bar" in Calcutta is pushing out the white, which has a pretty hard struggle for existence, for the native barrister is sometimes a man of real capacity, an able lawyer, a clever cross-examiner, and a first-rate forensic orator. The calling suits the Bengali, with his subtlety, his ingenuity, and his readiness of speech. And when promoted from the bar to the bench he often does very well too. The High Courts and chief courts of the various provinces are seldom without native judges, who earn the respect of their European colleagues, and much of the minor judicial work throughout the county is performed by Hindus and Mahometans.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, Feb. 26	Mr. Jackson	Mr. Theed	Mr. Church	Mr. R. Leach
Tuesday 27	Pemberton	W. Leach	Greswell	Godfrey
Wednesday 28	Godfrey	Theed	Church	R. Leach
Thursday, March 1	R. Leach	W. Leach	Greswell	Godfrey
Friday 2	Carrington	Theed	Church	R. Leach
Saturday 3	Beal	W. Leach	Greswell	Godfrey

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, Feb. 26	Mr. Pemberton	Mr. King	Mr. Beal	Mr. W. Leach
Tuesday 27	Jackson	Farmer	Carrington	Theed
Wednesday 28	Pemberton	King	Beal	Farmer
Thursday, March 1	Jackson	Farmer	Carrington	King
Friday 2	Pemberton	King	Beal	Greswell
Saturday 3	Jackson	Farmer	Carrington	Church

Winding-up Notices.

London Gazette.—Friday, Feb. 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

African Farms, Limited—Petn for winding up, presented Feb 15, directed to be heard Feb 27 Bull & Duncan, Old Jewry, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 26

Carews, Limited—Petn for winding up, presented Feb 12, directed to be heard at the Town Hall, Cardiff, March 8 Pocock, Cardiff, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

Corbet Blackwell & Co, Limited—Petn for winding up, presented Feb 12, directed to be heard Feb 27. Cruesemann & Rouse, Gracechurch st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 26

Daakewalls, Limited—Creditors are required, on or before March 15, to send the particulars, in writing, of their claims or demands, to John Ponsford, 6, Queen st pl, on or before March 15. Lyne & Holman, 61 Winchester st, solors for liquidator

E J Van Praagh & Co, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur J. Van Praagh, 6, East India av. Pritchard & Sons, Gracechurch st, solors for liquidator

Everyday Electricity Publishing Co, Limited—Creditors are required, on or before March 3, to send in their names and addresses, and the particulars of their debts or claims, to Harry Lloyd Price, 15, Fountain st, Manchester

International Korrit Syndicate, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Heaton Thorne, 180, Elms rd, Clapham Park Munns & Longden, Old Jewry, solors for liquidator

Investment and Agency Co, Limited—Petn for winding up, presented Feb 10, directed to be heard Feb 27. Blundell & Co, Serjeants' inn, Fleet st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 26

Japan and China Syndicate, Limited—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to Frederick Charles Vernon, 16, Gt Winchester st. Samuel & Co, Gt Winchester st, solors for liquidator

Motor Transit Trust, Limited—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to A. M. Forbes, 65, London Wall

T and S Investments Syndicate, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Edmund William Janson and Percy Coventry Tarbutt, 23, St Swithin's ln. Ingle & Co, Bread st House, solors for liquidators

London Gazette.—Tuesday, Feb. 20.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bettorus Non Skid Tyres, Limited—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Jas. W. Olive, 98, High Holborn

Colne Mill Building Co, Limited—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to John Stansfield, 2a, Albert rd, Colne

Nernst Electric Light, Limited—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts and claims, to M. Levinger, 5, London Wall bldgs, Finsbury circus

Oldham Theatres, Limited—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to E. J. Hills, 53a, Shaftesbury av

Sutton and Cheam Brick and Tile Works, Limited—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Arthur E. Preston, 65, London Wall. Ward & Co, Gracechurch st, solors for liquidator

Unlimited in Chancery.

Chard Gas Co—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to F. Turner, Secretary of the Chard Gas Co

The Property Mart.

Sales of the Ensuing Week.

March 1.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To a Moiety of the net proceeds of sale of Freehold Estates in Northamptonshire, also to £4,000 part of an appointment payable out of such estates; lady aged 68. Solicitor, T. F. Cottam, Esq., Cheltenham.

To One-fourth of a Trust Fund, value £10,500; lady aged 72. Solicitors, Messrs. Syrett & Sons, London.

To Two sevenths of £2,000; gentleman aged 42. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.

To One-half of a Trust Fund, value £1,744 7s 4d.; lady aged 79. Solicitors, Messrs. Alpe & Ward, London.

To One-fifteenth of a Trust Fund, value £14,057; lady aged 64. Solicitors, Messrs. Gibson, Usher, & Co., and Messrs. Lumley & Lumley, London.

LIFE INTEREST of a gentleman aged 33 in £3,000 Deferred Annuity Capital East India Railway; also REVERSIONARY LIFE INTEREST of same gentleman, receivable on decease of a lady aged 69, in One-half of Trust Funds of the estimated value of £20,000; also POLICIES OF ASSURANCE for £2,000 on the life of same gentleman; also REVERSIONARY INTEREST of same gentleman in Trust Funds, value £13,750. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.

ANNUITY of £100, with Policies; gentleman aged 67. Solicitors, Messrs. Gates & Burnand, Brighton.

POLICIES for £3,000, £2,000, £2,000, £1,400, £1,000, £500. Solicitors, J. J. Travell, Esq., Nottingham; and Messrs. Budd, Johnsons, & Jecks, London.

(See advertisements, this week, back page.)

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, Feb. 16.

Green, Sarah, Sheffield March 24 Ridley v Smithies, Joyce, J Neal, Sheffield

Morecroft, George Thomas, Sutton Scotney, Wonston, Southampton, Agricultural Implement Manufacturer March 16 Thurlow v Morecroft, Warrington, J Harris, Winchester

Watkins, William Theodore Pitt, Dunston Lodge, Alcombe, Somerset, Solicitor March 27 Clingan v Watkins, Buckley and Warrington, JJ Colyer, Clement's inn, Strand

Bankruptcy Notices.

London Gazette.—Friday, Feb. 9.

ADJUDICATIONS.

A'Court, John, and Fred A'Court, Blandford, Dorset, Hauliers Dorchester Pet Feb 5 Ord Feb 5

Alford, Arthur, Melbury, Dorset, Licensed Victualler Salisbury Pet Feb 7 Ord Feb 7

Ashton, William, Chapel en le Frith, Derby, Manufacturer Stockport Pet Jan 15 Ord Feb 6

Barker, George, Thorpe Hesley, nr Rotherham, Yorks, Miner Sheffield Pet Feb 6 Ord Feb 6

Beale, Thomas, Southchurch Beach, Southend on Sea, Builder Chelmsford Pet Feb 3 Ord Feb 3

Blackmoor, Samuel, George Blackmoor, James Blackmoor, and Joseph Blackmoor, Pelsall, Staffs, Brick Manufacturers Walsall Pet Feb 5 Ord Feb 5

Bogg, Thomas, Gt Habton, Yorks Scarborough Pet Feb 5 Ord Feb 5

Colecroft, John Benjamin, Bradford, Innkeeper Bradford Pet Feb 7 Ord Feb 7

Crawshaw, Charlotte, Seaford, Sussex, Boarding House Keeper Lewes Pet Jan 30 Ord Feb 5

Cullay, George Gilbert, St Mary Bourne, nr Andover, Farmer Salisbury Pet Feb 6 Ord Feb 6

Dickerson, William Henry, Queen Margaret's grove, Mildmay Park High Court Pet Jan 1 Ord Feb 5

Elsden, James, Umfreville rd, Harringay, Agent's Clerk High Court Pet Feb 5 Ord Feb 5

Evans, Daniel, Cadoxton juxta Barry, Glam, Boot Dealer Cardiff Pet Feb 3 Ord Feb 3

Foulger, James Jackson, St Neots, Hunts, Draper Bedford Pet Jan 13 Ord Feb 6

Gallett, Henry, Wyde Green, Sutton Coldfield, Warwick, Builder Birmingham Pet Jan 19 Ord Feb 7

Goatman, Hubert Matthew, Swansea Swansea Pet Feb 5 Ord Feb 5

Green, Martin, Rotherham, Yorks, Grocer Sheffield Pet Feb 6 Ord Feb 6

Greenwood, John Collingwood, Bootle, Lancs, Clothier's Manager Liverpool Pet Feb 5 Ord Feb 6

Harding, Thomas Henry, Crewton, Derby, Builder Derby Pet Feb 1 Ord Feb 5

Heinemann, Magda, Kensington High Court Pet Feb 7 Ord Feb 7

Hillam, Joseph Garside, Catford Greenwich Pet Oct 5 Ord Feb 6

Hirstle, Ezra, South Elmsall, Yorks, Draper Wakefield Pet Feb 6 Ord Feb 6

Jenkins, John, Aberystwyth, Timberman Aberdare Pet Feb 5 Ord Feb 5

Jones, Humphrey, Blaenau Festiniog, Quarryman Portmadoc Pet Feb 5 Ord Feb 5

Jowett, Jonas Mellor, Bramley, Leeds, Builder Leeds Pet Feb 6 Ord Feb 6

Kerr, George, Bays Quay, Truro, Cornwall, Coachbuilder Truro Pet Feb 6 Ord Feb 6

Lewis, Jacob, Leeds, Slipper Maker Leeds Pet Feb 5 Ord Feb 5

Lyons Cornelius, St Thomas, Swansea, Licensed Victualler Swansea Pet Jan 13 Ord Feb 5

Mann, Robert Campbell, also William Hedge Mann, Ditchingham, Norfolk, Maltsters Gt Yarmouth Pet Jan 17 Ord Feb 6

Miles, Arthur, Rearsby, Leicester, Tailor Leicester Pet Feb 7 Ord Feb 7

Miles, Percy Albert, Westgate on Sea, Kent, Builder Canterbury Pet Dec 22 Ord Feb 3

Neuffert, August Adolf Henry, Gt St Helen's, Merchant High Court Pet Dec 22 Ord Feb 6

Norbury, Arthur, Queen Victoria st, Stock Dealer High Court Pet Sept 14 Ord Jan 31

Palmer, Walter Harcourt, Denning rd, Hampstead, Engineer High Court Pet May 12 Ord Feb 6

Parker, Alfred, Willesden Green, Builder High Court Pet Feb 3 Ord Feb 3

Pearce, Benjamin, Machynlleth, Montgomery, Watchmaker Aberystwyth Pet Feb 2 Ord Feb 7

Potter, William Thomas, Sussex pl, South Kensington, Corn Merchant High Court Pet Dec 20 Ord Feb 2

Priesman, Eli, Manchester, Commission Agent Manchester Pet Feb 7 Ord Feb 7

Price, George Henry, Weymouth, Pianoforte Tuner Dorchester Pet Feb 7 Ord Feb 7

Reed, John, Coldbeck, Cumberland Carlisle Pet Feb 5 Ord Feb 5

Richardson, Edwin Charles, Aberystwyth, Cardigan, Greengrocer Aberystwyth Pet Feb 1 Ord Feb 7

Roach, Thomas, and William Roach, Goldington cres, St Pancras, General Cartage Contractors High Court Pet Feb 7 Ord Feb 7

Salter, William, Webber st, Lambeth, Shop Fitter High Court Pet Feb 6 Ord Feb 6

Shakeland, Walter, Blaencwm, Treherbert, Glam, Collier Pontypridd Pet Feb 5 Ord Feb 5

Slater, Matthew, Monkgate, York, Cabdriver York Pet Feb 6 Ord Feb 6

Storey, Fred, Silvercale, Dinnington, nr Rotherham, Yorks, Miner Sheffield Pet Feb 6 Ord Feb 6

Thomas, Thomas, Glyncorrwg, Glam, Licensed Victualler Neath Pet Feb 7 Ord Feb 7

Tritton, Wilfrid Francis, Duke st, Manchester sq High Court Pet Nov 6 Ord Feb 1

Weaver, Frederick George, Farmborough, Somerset, Butcher Wells Pet Feb 5 Ord Feb 5

White, Arthur James, Barrow in Furness, Grocer Barrow in Furness Pet Feb 5 Ord Feb 5

Wicks, James Percy, Walton on the Naze, Mineral Water Manufacturer Colchester Pet Feb 5 Ord Feb 5

Williams, David, Porth, Glam, Fruiterer Pontypridd Pet Feb 7 Ord Feb 7

Wood, Henry, Winchmore Hill, Builder Edmonton Pet July 13 Ord Feb 3

London Gazette.—Tuesday, Feb. 13.

RECEIVING ORDERS.

Aber, Abram, Northampton, Draper Northampton Pet Feb 9 Ord Feb 9

Boyd, Frederick Norman, Darlington, Bricklayer Stockton on Tees Pet Feb 8 Ord Feb 8

Boyd, John Henry, Darlington, Joiner Stockton on Tees Pet Feb 8 Ord Feb 8

Chapman, John Goldie, Birkenhead, Cotton Brokers' Clerk Birkenhead Pet Jan 11 Ord Feb 8

Clayson, Henry, Claygate, Surrey, Builder Kingston, surrey Pet Feb 9 Ord Feb 9

Craze, Charles William, Watney st, Commercial rd, Fruiterer High Court Pet Feb 8 Ord Feb 8

Crossley, Elisha, Acsdell, Lytham, Lancs, Yarn Agent Preston Pet Jan 9 Ord Feb 9

Davies, Jenkin Thomas, and David Davies Treharris Merthyr Tydfil, Jewellers Merthyr Tydfil Pet Feb 9 Ord Feb 9

Eliot, Arthur Ernest, Onslow gdns, High Court Pet Nov 17 Ord Jan 12

Farnell, Walker, Halifax, Weigh Office Clerk Halifax Pet Feb 8 Ord Feb 8

Fowler, G Vernon, Phœnix st High Court Pet Nov 28 Ord Feb 7

Green, Harry, Boultham, Lincs, Farmer Lincoln Pet Feb 9 Ord Feb 9

Griffin, Christina Letitia, Swanage, Boarding House Keeper Poole Pet Feb 8 Ord Feb 8

Hawdon, Frederick, Brondesbury rd, Kilburn High Court Pet Sept 29 Ord Feb 2

Hepburn, Alexander, Newcastle on Tyne, Greengrocer Newcastle on Tyne Pet Feb 9 Ord Feb 9

Higgins, Harry Gordon, Leigh on Sea, Essex, Architect Chelmsford Pet Dec 12 Ord Feb 7

Jarvis, Albert, Cross in Hand, Waldron, Sussex, Bricklayer Lewes Pet Feb 8 Ord Feb 8

Jenrick & Crocker, Borough High st, Shopfitters High Court Pet Jan 9 Ord Feb 9

Jones, Thomas Edward, Caerau, Glam, Draper Cardiff Pet Feb 7 Ord Feb 8

Kilvington, George Henry, York York Pet Feb 8 Ord Feb 8

McNeil, Alexander, Brynmawr, Brecon, Draper Tredegar Pet Jan 27 Ord Feb 10

Pearson, Frederick Vincent, Sheffield, Jeweller Sheffield Pet Feb 10 Ord Feb 10

Rayworth, George, New Basford, Nottingham, Plumber Nottingham Pet Feb 6 Ord Feb 8

Roberts, William Stanlish O'Grady, Colehill ln, Fulham Palace rd, Shipping Clerk High Court Pet Feb 9 Ord Feb 8

Sager, Robert Foster, Oswaldtwistle, Lancs, Roller Coverer Blackburn Pet Feb 9 Ord Feb 9

Smith, Charles Stewart, Penarth, Glam, Merchant Cardiff Pet Feb 7 Ord Feb 7

Threadden, James, Son & Co, Lower Thames st High Court Pet Jan 24 Ord Feb 8

Wheatcroft, James Ernest, Stockport, Grocer Stockport Pet Feb 9 Ord Feb 9

White, William, Liverpool, Coach Proprietor Liverpool Pet Feb 9 Ord Feb 9

Whitehouse, James, Tipton Dudley Pet Jan 9 Ord Feb 8

Woodhead, John, and Joseph Woodhead, Ashton under Lyne, Stonemasons Ashton under Lyne Pet Feb 9 Ord Feb 9

RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.

Downham, Philip, Chrishall, Essex, Farmer Cambridge Rec Ord and Adjud April 15, 1905 Rec and Annul Feb 10

FIRST MEETINGS.

Aldridge, C P, Summersdale, Chichester Feb 22 at 3 Off Rec, 4, Pavilion bldgs, Brighton

Ashton, William, Chapel en le Frith, Derby, Manufacturer Feb 23 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

Boardman, James, Weaseth, Cheshire, Chartered Accountant Feb 21 at 3 Off Rec, Byrom st, Manchester

BOGG, THOMAS, Gt Habton, Yorks Feb 21 at 4 74, Newborough, Scarborough

BOTTOMLEY, HENRY, Trowbridge, Wilts, Newspaper Proprietor Feb 21 at 12.15 Off Rec, 26, Baldwin st, Bristol

BURCHER, GEORGE HENRY, Woodseats, Sheffield, Innkeeper Feb 21 at 11.30 Off Rec, Figtree ln, Sheffield

BURTON, MATTHEW, Adlington, Chester, Quarryman Feb 22 at 11 Off Rec, 23, King Edward st, Macclesfield

BUSBRIDGE, GERALD PAWLE, Hythe, Kent March 1 at 9.30 Off Rec, 68, Castle st, Canterbury

BUTCHER, GEORGE STANLEY, Kessingland, Suffolk, Builder Feb 21 at 4 Off Rec, 8, King st, Norwich

CHAPWIN, ALBERT EDWARD, Kidderminster, General Dealer Pet Feb 21 at 11 191, Corporation st, Birmingham

CLARKSON, HERBERT, Stockport, Picture Framer Feb 23 at 12 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

COCKCROFT, JOHN BENJAMIN, Bradford, Innkeeper Feb 21 at 3 Off Rec, 29, Tyrrel st, Bradford

COOPER, SIDNEY, Aston, Birmingham, Butcher Feb 21 at 12 191, Corporation st, Birmingham

CORK, CHARLES RICHARD, Porthill, Longport, Staffs, Plumber Feb 21 at 11.30 Off Rec, King st, Newcastle, Stafford

CRAZE, CHARLES WILLIAM, Watney st, Commercial rd, Fruiterer Feb 23 at 1 Bankruptcy bldgs, Carey st

EDRIDGE, JOHN FREDERICK, Folkestone, Boarding House Keeper Mar 1 at 9 Off Rec, 68, Castle st, Canterbury

ELIOT, ARTHUR ERNEST, Onslow gdns Feb 23 at 11 Bankruptcy bldgs, Carey st

ELLIS, FREDERICK CAVENDISH, Beeston, Notts, Waste Feb 23 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

FARNELL, WALKER, Halifax, Weigh Office Clerk Feb 21 at 3 Off Rec, Town Hall chmbrs, Halifax

FOWLER, G VERNON, Phœnix st Feb 26 at 12 Bankruptcy bldgs, Carey st

GILL, F W, South Norwood hill, Builder Feb 21 at 11.30 132, York rd, Westminster Bridge

GILLMORE, ANNA ELIZABETH, Colville ter, Bayswater, Boarding house Keeper Feb 23 at 11 Bankruptcy bldgs, Carey st

GREEN, ALEXANDER, Hastings, Grocer Feb 21 at 12 Off Rec, 4, Pavilion bldgs, Brighton

GREEN, HARRY, Boultham, Lincs, Farmer Feb 22 at 12.30 Off Rec, 31, Silver st, Lincoln

GREEN, MARTIN, Masborough, Rotherham, Yorks, Grocer Feb 21 at 3.30 Off Rec, Figtree ln, Sheffield

GREEN, HENRY, Martin's ln, Iron Merchant Feb 27 at 12 Bankruptcy bldgs, Carey st

HAWDON, FREDERICK, Brondesbury rd, Kilburn Feb 27 at 11 Bankruptcy bldgs Carey st

HEINEMANN, MAGDA, Palace Hotel, Kensington March 2 at 12 Bankruptcy bldgs, Carey st

HEPBURN, ALEXANDER, Newcastle on Tyne, Greengrocer Feb 21 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

HICKSON, THOMAS, Kingston upon Hull, Boot Dealer Feb 21 at 11 Off Rec, Trinity House ln, Hull

HIGGINS, HARRY GORDON, Leigh on Sea, Essex, Architect Feb 21 at 3 14, Bedford row

JENRICK & CROCKER, Borough High st, Shop Fitters March 2 at 11 Bankruptcy bldgs, Carey st

JONES, JOHN, Cheddar, Somerset, Coal Merchant Feb 21 at 12 Off Rec, 26, Baldwin st, Bristol

KILVINGTON, GEORGE HENRY, York Feb 22 at 3 Off Rec, The Red House, Duncombe pl, York

LEVY, ROBERT, Rye ln, Peckham, Fruiterer March 1 at 2.30 Bankruptcy bldgs, Carey st

LEWIS, WILLIAM PARSONS, Evercreech, Somerset, Coal Merchant Feb 21 at 11.30 Off Rec, 25, Baldwin st, Bristol

LINDSAY, JOHN, Ludgate hill Feb 28 at 2.30 Bankruptcy bldgs, Carey st

LONG, EDGAR CHARLES, Sheffield, Publisher Feb 21 at 11 Off Rec, Figtree ln, Sheffield

MAYOR, ROWLAND, Catford, Grocer Feb 23 at 11.30 132, York rd, Westminster Bridge

MILES, ARTHUR, Rearsby, Leicester, Tailor Feb 21 at 12 Off Rec, 1, Berridge st, Leicester

NETHERWOOD, ARTHUR, Ecclesfield, nr Sheffield, Grocer Feb 21 at 12 Off Rec, Figtree ln, Sheffield

PEARCE, BENJAMIN, Machynlleth, Montgomery, Watchmaker Feb 23 at 12.30 Town Hall, Aberystwyth

PENNY, FRANCIS HARRY, Frome, Somerset, Ironmonger Feb 21 at 12 45 Off Rec, 26, Baldwin st, Bristol

PITT, ERNEST ALFRED ROBERT, Birmingham, Grocer Feb 22 at 12 191, Corporation st, Birmingham

POLLITT, WILLIAM, Edgeley, Stockport, Carter Feb 23 at 12.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

PRESSMAN, ELI, Manchester, Commission Agent Feb 22 at 3 Off Rec, Byrom st, Manchester

QUINN, FRANCIS JAMES, Padiham, Lancs, Clothlooker Feb 23 at 11.30 Court house, Burnley

REED, JOHN, Caldbeck, Cumberland Feb 21 at 11 Off Rec, 34, Fisher st, Carlisle

RICHARDSON, EDWIN CHARLES, Aberystwyth, Cardigan, Greengrocer Feb 21 at 12.45 Town Hall, Aberystwyth

ROACH, THOMAS, and WILLIAM ROACH, Goldington (two, 86 Pancras, General Carriage Contractors Feb 21 at 12 Bankruptcy bldgs, carey st

ROBERTS, WILLIAM STANDISH O'GRADY, Colehill ln, Fulham Palace rd, Shipping Clerk Feb 26 at 12 Bankruptcy bldgs, Carey st

ROBINSON, ALBERT, Stocksbridge, Yorks, Mineral Water Manufacturer Feb 21 at 12.30 Off Rec, Figtree ln, Sheffield

SCHMITZ, THEODORE CASSIUS, Red Lion sq Feb 23 at 12 Bankruptcy bldgs

SHERTON, WILLIAM JAMES, Hungerford, Berks, Fruiterer Feb 22 at 11.15 1, St Aldate's, Oxford

STOREY, FRED, Dinnington, nr Rotherham, Yorks, Miner Feb 21 at 1 Off Rec, Figtree ln, Sheffield

THOMPSON, ROBERT EDWARD, Cromer, Hotel Keeper Feb 21 at 3.30 Off Rec, 8, King st, Norwich

THREDDER, JAMES, Son, & Co, Lower Thames st Feb 23 at 11 Bankruptcy bldgs, Carey st

VAUGHAN, RICHARD, Abervon, Glam, Grocer Feb 22 at 12 Off Rec, 31, Alexandra rd, Swansea

VICK, CHARLES VICTOR, Chichester, Grocer Feb 21 at 12.30 132, York rd, Westminster Bridge

WEAVER, FREDERICK GEORGE, Farnborough, Somerset, Butcher Feb 21 at 11.45 Off Rec, 26, Baldwin st, Bristol

WHITE, WILLIAM, Liverpool, Coach Proprietor Feb 21 at 11.30 Off Rec, 35, Victoria st, Liverpool

WICKS, JAMES PERCY, Walton on the Naze, Mineral Water Manufacturer Feb 23 at 2 Cups Hotel, Colchester

WILLIAMS, DAVID, Porth Glam, Fruiterer Feb 21 at 12 135, High st, Merthyr Tydfil

WOOD, GEORGE, Birmingham, Baker Feb 22 at 11 191, Corporation st, Birmingham

WYNNE, MARY ANN, Sheffield, Grocer Feb 21 at 3 Off Rec, Figtree ln, Sheffield

ADJUDICATIONS.

ABER, ABRAM, Northampton, Draper Northampton Pet Feb 9 Ord Feb 9

BOYD, FREDERICK NORMAN, Darlington, Bricklayer Stockton on Tees Pet Feb 8 Ord Feb 8

BOYD, JOHN HENRY, Darlington, Joiner Stockton on Tees Pet Feb 8 Ord Feb 8

BRADLEY, RICHARD WOOLACOTT, Church Park, Mumbles, Builder Swansea Pet Dec 29 Ord Feb 9

COOPER, SIDNEY, Aston, Birmingham, Butcher Birmingham Pet Dec 7 Ord Feb 10

COUSSELL, FRANCIS ALLEN, Edmonton, Grocer High Court Pet Jan 16 Ord Feb 9

COX, EDWARD INGLEBY, Golden ln, Window Glass Merchant High Court Pet Jan 29 Ord Feb 9

CRAZE, CHARLES WILLIAM, Watney st, Commercial rd Fruiterer High Court Pet Feb 8 Ord Feb 8

DAVIES, JENKIN THOMAS, and DAVID DAVIES, Treharris, Merthyr Tydfil, Jewellers Merthyr Tydfil Pet Feb 9 Ord Feb 9

FARNELL, WALKER, Halifax, Weigh Office Clerk Halifax Pet Feb 8 Ord Feb 8

FARRELL, JOHN, St George's sq High Court Pet Jan 3 Ord Feb 10

FIRTH, JOSEPH, Beeston Hill, Leeds, Solicitor's Clerk Leeds Pet Jan 17 Ord Feb 8

FRENCH, JOSEPH, Newcastle on Tyne, Estate Agent Newcastle on Tyne Pet Jan 12 Ord Feb 8

GREEN, ALEXANDER, Hastings, Grocer Hastings Pet Dec 18 Ord Feb 10

GREEN, HARRY, Boultham, Lincs, Farmer Lincoln Pet Feb 9 Ord Feb 9

GRIFFIN, CHRISTINA LETITIA, Swansea, Boarding House Keeper Poole Pet Feb 8 Ord Feb 8

HEPBURN, ALEXANDER, Newcastle on Tyne, Greengrocer Newcastle on Tyne Pet Feb 9 Ord Feb 9

HEWITT, JAMES EDWIN, Hockley, Birmingham, Jewel Case Maker Birmingham Pet Jan 24 Ord Feb 10

HOBMANN, CARL, Catherine ct, Seething ln, Druggist's Sundriesman High Court Pet Jan 1 Ord Feb 10

JABLONSKY, LEO, Sheffield, Tailor Sheffield Pet Jan 10 Ord Feb 8

JONES, THOMAS EDWARD, Caerau, Glam, Draper Cardiff Pet Feb 7 Ord Feb 8

KILVINGTON, GEORGE HENRY, York York Pet Feb 8 Ord Feb 8

LARKINS, HENRY BERTRAM, and REGINALD HELY, St Mary Axe, Merchants High Court Pet Jan 3 Ord Feb 10

MCNEIL, ALEXANDER, Brynmawr, Brecon, Draper Tredegar Pet Jan 27 Ord Feb 10

MUMFORD, WALTER EDWARD, Wood Green, Contractor Edmonton Pet Jan 26 Ord Feb 8

OTTO, EDWARD CHARLES FREDERICK, Chestnut grove, Balham, Engineer Wandsworth Pet Aug 30 Ord Feb 9

PARKER, ANNIE, and FLORA PARKER, Llandudno, Dealer in Fancy Goods Bangor Pet Jan 31 Ord Feb 8

PEARSON, FREDERICK VINCENT, Sheffield, Jeweller Sheffield Pet Feb 10 Ord Feb 10

RADWORTH, GEORGE, New Basford, Nottingham, Plumber Nottingham Pet Feb 6 Ord Feb 8

ROBERTS, WILLIAM STANDISH O'GRADY, Colehill ln, Fulham Palace rd, Shipping Clerk High Court Pet Feb 8 Ord Feb 8

SAGER, ROBERT FOSTER, Oswaldtwistle, Lancs, Roller Coverer Blackburn Pet Feb 9 Ord Feb 9

SMITH, ALFRED HENRY CLAY, Manor Park, Essex, Hosier High Court Pet Feb 9 Ord Feb 9

SMITH, CHARLES STEWART, Penarth, Glam, Merchant Cardiff Pet Feb 7 Ord Feb 7

STEAD, WILLIAM ALFRED, Whitley, Northumberland, Builder Newcastle on Tyne Pet Jan 18 Ord Feb 8

TOMLIN, FRED, Tring, Herts, Boatmaker Aylesbury Ord Jan 13 Pet Feb 8

WARDE, EDWARD VIVIAN, The 20th Century Club, Stanley gdns, Club Proprietor High Court Pet Dec 15 Ord Feb 10

WHEATCROFT, JAMES ERNEST, Stockport, Grocer Stockport Pet Feb 9 Ord Feb 9

WHITE, WILLIAM, Liverpool, Coach Proprietor Liverpool Pet Feb 9 Ord Feb 9

WHITEHOUSE, JAMES, Tipton, Staffs Dudley Pet Feb 9 Ord Feb 10

WOODHEAD, JOHN, and JOSEPH WOODHEAD, Ashton under Lyne, stonemasons Ashton under Lyne Pet Feb 9 Ord Feb 9

Amended notice substituted for that published in the London Gazette of Feb 2:

BOULD, ARTHUR, Moseley Village, nr Wolverhampton, Grocer Wolverhampton Pet Jan 29 Ord Jan 29

Amended notice substituted for that published in the London Gazette of Feb 9:

BEALE, THOMAS WILLIAM, Southchurch Beach, Southend on Sea, Builder Chelmsford Pet Feb 3 Ord Feb 3

London Gazette.—FRIDAY, Feb. 16.

RECEIVING ORDERS.

ABELL, THOMAS, and RICHARD ABELL, Beeston, Notts, Butchers Nottingham Pet Jan 24 Ord Feb 9

AUSTIN, AMBROSE PLATT, Vyse st, Birmingham, Jeweller Birmingham Pet Feb 14 Ord Feb 14

BERIDGE, B J G S, Halstead, Essex High Court Pet Jan 16 Ord Feb 13

BISHOP, W, Hampton in Arden, Warwick, Cabinet Maker Birmingham Pet Jan 27 Ord Feb 12

BLAIR, JOHN, Catford, Commercial Traveller Greenwich Pet Feb 12 Ord Feb 12

BOYES, GEORGE ANDERSON, Halifax Halifax Pet Feb 12 Ord Feb 12

BRIDGE, DAVID, Burnley, Hawker Burnley Pet Feb 12 Ord Feb 12

BRISTOW, WILLIAM, Gloucester Cabinet Maker Gloucester Pet Feb 14 Ord Feb 14

BROOK, JOSIAH, Normanton, Blacksmith's Striker Wakefield Pet Feb 12 Ord Feb 12

BROTHERTON, JAMES, Ripley, Yorks, Farmer York Pet Feb 14 Ord Feb 14

BROWNE, WILLIAM JOHN, Heigham, Norwich, French Polisher Norwich Pet Feb 13 Ord Feb 13

CHILD, GEORGE JAMES, Friern Barnet Barnet Pet Feb 10 Ord Feb 10

COLEMAN, HENRY, Gateshead, Fruit Merchant Newcastle on Tyne Pet Feb 12 Ord Feb 12

COLLINS, RICHARD, Pontypridd, Collier Pontypridd Pet Feb 13 Ord Feb 13

CROSS, W H, Fulham rd, Shirtmaker High Court Pet Jan 25 Ord Feb 13

DEAN, WILLIAM, Halifax, Printer Halifax Pet Feb 10 Ord Feb 10

DOCKING, LAWRENCE SIDNEY, and PERCY WILLIAM DOCKING, Southampton, Printers Southampton Pet Feb 13 Ord Feb 13

DRANFIELD, JOHN, Burnley, Clogger Burnley Pet Feb 13 Ord Feb 13

ELLIS, FRANCIS EDWIN, Streatham, Photographic Artist Wandsworth Pet July 17 Ord Oct 5

FLOWER, JAMES, Abercanoid, Merthyr Tydfil, Timberman Merthyr Tydfil Pet Feb 14 Ord Feb 14

FOSTER, HENRY, Warsop, Notts, Greengrocer Nottingham Pet Feb 14 Ord Feb 14

GARDNER, FRANK, Warborough on Thames, Oxford, Grocer Oxford Pet Feb 1 Ord Feb 14

GINGELL, GEORGE FREDERICK, Brentwood, Wine Merchant Chelmsford Pet Feb 13 Ord Feb 13

GRIFFIN, MARK WILLIAM, Swindon Swindon Pet Feb 12 Ord Feb 12

HADLEY, ROBERT, Rendham, Suffolk, Market Gardener Ipswich Pet Feb 13 Ord Feb 13

HARRIS, REUBEN, Greyhound rd, Fulham, Glazier High Court Pet Feb 12 Ord Feb 12

HAYNES, JESSE, jun, Wellington, New Wortley, Leeds, Baker Leeds Pet Feb 12 Ord Feb 12

HOPE, ARTHUR PEACH, Clayton, Lancs, Chemist Ashton under Lyne Pet Feb 13 Ord Feb 13

JONES, GEORGE, Llandudno, Draper Bangor Pet Jan 30 Ord Feb 14

LAYCOCK, JOHN, Burnley, Cabinet Maker Burnley Pet Feb 13 Ord Feb 13

LINFOOT, HARMAN RICHARDSON, Leeds, Commission Agent Leeds Pet Jan 27 Ord Feb 13

MIDDLETON, THOMAS EYRE, Heaton Norris, Lancs Stockport Pet Feb 14 Ord Feb 14

NASH, JONAS, Waterlooville, Hants, Coal Merchant Portsmouth Pet Feb 10 Ord Feb 10

NEALE, THOMAS, Hemsworth, Yorks, Builder Wakefield Pet Feb 2 Ord Feb 14

NELSON, NELSON, and JOHN JENKINS NELSON, Aberystwyth, Builders Aberystwyth Pet Feb 12 Ord Feb 12

PAGE, ROBERT ROLAND, Watford, Herts, Electrician St Albans Pet Feb 12 Ord Feb 12

PARKER & CO, A, East Sheen, Electrical Engineers Wandsworth Pet Jan 22 Ord Feb 13

PARRETT, WALTER JOHN, Southtown, Gt Yarmouth Gt Yarmouth Pet Jan 2 Ord Feb 13

PETCH, GEORGE FRANCIS, Craiseburnd, Haxey, Lincs, Farmer Lincoln Pet Feb 14 Ord Feb 14

POPHAM, CHARLES JOHN, Glen Bank, Wellington, Northampton, Plumber Northampton Pet Feb 14 Ord Feb 14

POWELL, ALFRED, Catford, Builder's Merchant Greenwich Pet Feb 10 Ord Feb 10

PULSER, WILLIAM CHRISTOPHER, Liscard, Clerk Birkenhead Pet Feb 12 Ord Feb 12

SEMER, JOHN, Gorleston, Norfolk, Coal Merchant Gt Yarmouth Pet Feb 13 Ord Feb 13

SPEDDING, ALFRED, Chickenley Heath, nr Dewsbury, Mop Manufacturer Dewsbury Pet Feb 12 Ord Feb 12

STONE, EDGAR, Newcastle under Lyme Hanley Pet Jan 30 Ord Feb 12

SWAIN, JOHN LACEY, Kingston, Hereford, Woollen Manufacturer Leominster Pet Feb 14 Ord Feb 14

TAYLOR, RALPH, Leicester, Pork Butcher Leicester Pet Feb 12 Ord Feb 12

TEAL, WILLIAM JOHN, Putney, Wandsworth Pet Jan 22 Ord Feb 13

THACKRAY, CHARLES, Scotton, near Knaresborough, Yorks, Provision Dealer York Pet Feb 12 Ord Feb 12

THE PUBLIC WORKS CO, Victoria st, Westminster, Contractors High Court Pet Dec 29 Ord Feb 14

THOMPSON, JOHN, Thornaby on Tees, Yorks, Licensed Victualler Stockton on Tees Pet Feb 12 Ord Feb 12

THOMSON, WILLIAM, Nuneaton, Pork Butcher Coventry Pet Feb 12 Ord Feb 12

WALLACE, WILLIAM, Pendlebury, Lancs, Physician Salford Pet Feb 12 Ord Feb 12

WELFORD, THOMAS ABRAM, Scaling, nr Loftus, Yorks, Farmer Stockton on Tees Pet Feb 12 Ord Feb 12

WILSON THOMAS HENRY, Sheffield Sheffield Pet Feb 14 Ord Feb 14

Amended notice substituted for that published in the London Gazette of Jan 23:

FRYER, JOHN WILLIAM, Addison gdns, Kensington, Wine Merchant High Court Pet Dec 21 Ord Jan 19

FIRST MEETINGS.

A'COURT, JOHN, and FRED A'COURT, Blandford, Dorset, Hauliers Feb 27 at 2 Off Rec, City chmbrs, Catherine st, Salisbury

AMBROSE, RICHARD, Flimby, Cumberland, Hosiery Manufacturer Feb 26 at 2.45 Court house, Cockermouth

BERIDGE, B J G S, Halstead, Essex March 1 at 11 Bankruptcy bldgs, Carey st

BOYD, FREDERICK NORMAN, Darlington, Durham, Bricklayer Feb 28 at 3 Off Rec, 8, Albert rd, Middlesbrough
BOYD, JOHN HENRY, Darlington, Joiner Feb 28 at 3 Off Rec, 8, Albert rd, Middlesbrough
BROTHERTON, JAMES, Birthwaite Farm, Ripley, Yorks, Farmer March 1 at 2.30 Off Rec, The Red House, Duncombe pl, York
BROWNE, WILLIAM JOHN, Heigham, Norwich, French Polisher Feb 26 at 1 Off Rec, 8, King st, Norwich
CAKE, EMANUEL JOHN, Buckland Newton, Dorset, Dairyman Feb 27 at 2.15 Off Rec, City chmbrs, Catherine st, Salisbury
COLEMAN, HENRY, Newcastle on Tyne, Fruit Merchant Feb 26 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
COTTLE, GEORGE THOMAS, Cardiff, Cycle Agent Feb 27 at 3 117, St Mary st, Cardiff
CROSS, W H, Fulham rd, Shirt Maker Feb 27 at 1 Bankruptcy bldgs, Carey st
DAVIES, JENKIN THOMAS, and DAVID DAVIES, Treharris, Merthyr Tydfil, Jewellers Feb 26 at 12 135, High st, Merthyr Tydfil
DE FALBE, CHRISTIAN, Cheltenham Feb 24 at 3.15 County Court bldgs, Cheltenham
DODD, HENRY, Liverpool, Builder Feb 27 at 11.30 Off Rec, 35, Victoria st, Liverpool
EVANS, DANIEL, Cadoxton juxta Barry, Boot Dealer Feb 24 at 11 117, St Mary st, Cardiff
GOATMAN, HUBERT MATTHEW, Swansea Feb 27 at 11.30 Off Rec, 31, Alexandra rd, Swansea
GRIFFIN, MARK WILLIAM, Swindon Feb 26 at 11 Off Rec, 38, Regent circus, Swindon
GRIFFITHS, MARY ANN, Tenby, Pembroke, Grocer Feb 24 at 12.30 Off Rec, 4, Queen st, Carmarthen
GRIFFITHS, WILLIAM MAXWELL, Penrhos Isaf, Brymbo, Denbigh, Innkeeper Feb 26 at 11.30 The Priory, Wrexham
HARRIES, WILLIAM BUTLER, Llanelly, Carmarthen, Produce Merchant Feb 24 at 11.15 Off Rec, 4, Queen st, Carmarthen
HARRISON, ELIAS, Whittington Moor, nr Chesterfield, Builder Feb 24 at 11 Off Rec, 47, Full st, Derby
HAYNES, JESSE, jun, Leeds, Baker Feb 26 at 11.30 Off Rec, 22, Park row, Leeds
HOPKINS, THOMAS HENRY, Bedford, Fruiterer Feb 24 at 12 Off Rec, Bridge st, Northampton
HUGHES, CATHERINE, Bethesda, Carnarvon, Grocer Feb 26 at 3.45 British Hotel, Bangor
JONES, THOMAS EDWARD, Caerau, Glam, Draper Feb 23 at 3 117, St Mary st, Cardiff
LINFOOT, HAPMAN RICHARDSON, Briggate, Leeds, Traveller Feb 26 at 11 Off Rec, 22, Park row, Leeds
MCNEIL, ALEXANDER, Brynmawr, Brecon, Draper Feb 27 at 12 135, High st, Merthyr Tydfil
NASH, JONAS, Waterlooville, Hants, Coal Merchant Feb 27 at 3 Off Rec, Cambridge junc, High st, Portsmouth
PARKER, ANNIE, and FLORA PARKER, Llandudno, Dealers in Fancy Goods Feb 26 at 12 Crypt chmbrs, Eastgate row, Chester
PARKER, SAMUEL MORRIS, Salisbury, Tobacconist Feb 27 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
ROGERS, HERBERT CHARLES, HARRY GURNEY JONES, Burlington av, Kew gdns, Builders Feb 27 at 11.30 132, York rd, Westminster Bridge
SMITH, CHARLES STEWART, Penarth, Glam, Merchant Feb 26 at 11 117, St Mary st, Cardiff
STEVENS, PERCY, Ludlow, Salop, House Furnisher Feb 26 at 10 4, Corn sq, Leominster
STONE, EDGAR, Newcastle under Lyme, Licensed Victualler Feb 26 at 11.30 Off Rec, King st, Newcastle, Stafford
TAYLOR, JAMES, Blackpool Feb 26 at 11 Off Rec, 14, Chapel st, Preston
TRACKBRAY, CHARLES, Scrotton, nr Knaresborough, Grocer Feb 27 at 2.30 Off Rec, The Red House, Duncombe pl, York
THOMPSON, WILLIAM, Nuneaton, Warwick, Pork Butcher Feb 26 at 11.45 Off Rec, 8, High st, Coventry
TOWNLEY, RICHARD, Lancaster, Coachman Feb 26 at 10.30 Off Rec, 14, Chapel st, Preston
UNDERWOOD, WALTER EDWIN, Whitwick, Leicester, Draper Feb 24 at 11 Off Rec, 47, Full st, Derby
WATSON, NATHAN, Bishop Auckland, Builder Feb 26 at 3 Off Rec, 8, Mowbray pl, Sunderland
WHITEHOUSE, JAMES, Horsley rd, Staffs Feb 27 at 11 Off Rec, 199, Wolverhampton st, Dudley
WOODHEAD, JOHN, and JOSEPH WOODHEAD, Ashton under Lyne, Stone Masons Feb 24 at 11 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

BLAIR, JOHN, Catford, Commercial Traveller Greenwich Pet Feb 12 Ord Feb 12
BOYES, GEORGE ANDERSON, Halifax, Masseur Halifax Pet Feb 12 Ord Feb 12
BRAMALL, HUMPHREY ELLIS, Shaftesbury av, Music Hall Manager High Court Pet Oct 31 Ord Feb 13
BRIDGE, DAVID, Burnley, Hawker Burnley Pet Feb 12 Ord Feb 12
BRIEN, THOMAS ALFRED, Uxbridge rd, West Ealing, Bookseller Brentford Pet Jan 26 Ord Feb 10
BRISTOW, WILLIAM, Gloucester, Cabinet Maker Gloucester Pet Feb 14 Ord Feb 14
BROOK, JOSIAH, Northenton, Blacksmith's Striker Wakefield Pet Feb 12 Ord Feb 12
BROTHERTON, JAMES, Ripley, Yorks, Farmer York Pet Feb 14 Ord Feb 14
BROWNE, WILLIAM JOHN, Heigham, Norwich, French Polisher Norwich Pet Feb 13 Ord Feb 13
CHILD, GEORGE JAMES, Friern Barnet Barnet Pet Feb 10 Ord Feb 10
COLEMAN, HENRY, Gateshead, Fruit Merchant Newcastle on Tyne Pet Feb 12 Ord Feb 12
COLLINS, RICHARD, Pontypridd, Collier Pontypridd Pet Feb 13 Ord Feb 13
COTTLE, GEORGE THOMAS, Cardiff, Cycle Agent Cardiff Pet Oct 9 Ord Feb 9
DEAN, WILLIAM, Halifax, Printer Halifax Pet Feb 10 Ord Feb 10
DOCKING, LAWRENCE SIDNEY, and PERCY WILLIAM DOCKING, Southampton, Printers Southampton Pet Feb 13 Ord Feb 13
DRANFIELD, JOHN, Burnley, Clogger Burnley Pet Feb 13 Ord Feb 13
DUGDALE, JOSEPH, Cherry Tree, nr Blackburn, Boot Maker Blackburn Pet Jan 24 Ord Feb 13
DYSON, JOHN, Linthwaite, nr Huddersfield, Innkeeper Huddersfield Pet Jan 22 Ord Feb 10
FLOWER, JAMES, Abercanaid, Merthyr Tydfil, Timberman Merthyr Tydfil Pet Feb 14 Ord Feb 14
FOSTER, HENRY, Warsop, Notts, Greengrocer Nottingham Pet Feb 14 Ord Feb 14
FRYER, JOHN WILLIAM, Addison gdns, Kensington, Wine Merchant High Court Pet Dec 21 Ord Feb 13
GIFFORD, HENRY, Harlow, Essex, Farmer High Court Pet Dec 30 Ord Feb 9
GINGELL, GEORGE FREDERICK, Brentwood, Wine Merchant Chelmsford Pet Feb 13 Ord Feb 13
GRIFFIN, MARK WILLIAM, Swindon Swindon Pet Feb 12 Ord Feb 12
GRIFFITHS, MARY ANN, Tenby, Pembroke, Grocer Pembroke Dock Pet Jan 22 Ord Feb 12
HADLEY, ROBERT, Rendham, Suffolk, Market Gardener Ipswich Pet Feb 13 Ord Feb 13
HARRIS, THEOPHILUS WILLIAM MORGON, Amhurst rd, Hackney, Physician High Court Pet Dec 20 Ord Feb 12
HARRIS, REUBEN, Greyhound rd, Fulham, Glazier High Court Pet Feb 12 Ord Feb 12
HAYNES, JESSE, jun, New Wortley, Leeds, Baker Leeds Pet Feb 12 Ord Feb 12
HICKSON, THOMAS, Kingston upon Hull Boot Dealer Kingston upon Hull Pet Jan 3 Ord Feb 13
HIGGINS, HARRY GORDON, Leigh on Sea, Essex, Architect Chelmsford Pet Dec 12 Ord Feb 10
HOPE, ARTHUR PEACH, Clayton, Lancs, Chemist Ashton under Lyne Pet Feb 13 Ord Feb 13
HOPKINS, THOMAS HENRY, Bedford, Fruiterer Bedford Pet Feb 5 Ord Feb 14
JARVIS, ALBERT, New Pond, Cross in Hand, Waldron, Sussex, Bricklayer Lewes Pet Feb 8 Ord Feb 12
LAPIER, GEORGE AUGUSTUS CHARLES, Rye ln, Peckham, Hosier High Court Pet Dec 27 Ord Feb 13
LAYCOCK, JOHN, Burnley, Cabinet Maker Burnley Pet Feb 13 Ord Feb 13
MIDDLETON, THOMAS EYRE, Heaton Norris, Lancs Stockport Pet Feb 14 Ord Feb 14
NELSON, NELSON, and JOHN JENKINS NELSON, Aberystwyth, Builders Aberystwyth Pet Feb 12 Ord Feb 12
NASH, JONAS, Waterlooville, Hants, Coal Merchant Portsmouth Pet Feb 10 Ord Feb 10
PAGE, ROBERT ROLAND, Watford, Electrician St Albans Pet Feb 12 Ord Feb 12
PARSONS, JAMES, Greenwich, Licensed Victualler Greenwich Pet Dec 7 Ord Feb 13
PEARSON, WILLIAM ARTHUR, Lloyd's av, Fenchurch st, Colonial Merchant High Court Pet Jan 3 Ord Feb 12
POPHAM, CHARLES JOHN, Wellingborough, Plumber Northampton Pet Feb 14 Ord Feb 14
PULSON, WILLIAM CHRISTOPHER, Liscard Cheshire, Clerk Birkenhead Pet Feb 12 Ord Feb 12
SEMEN, JOHN, Gorleston, Norfolk, Coal Merchant Gt Yarmouth Pet Feb 13 Ord Feb 13
SPEDDING, ALFRED, Chickenley Heath, nr Dewsbury, Mop Manufacturer Dewsbury Pet Feb 12 Ord Feb 12
SWAIN, JOHN LACEY, Kington, Hereford, Woollen Manufacturer Leominster Pet Feb 14 Ord Feb 14
TAYLOR, RALPH, Leicester, Pork Butcher Leicester Pet Feb 12 Ord Feb 12
THACKRAY, CHARLES, Scotton, nr Knaresborough, Yorks, Grocer York Pet Feb 12 Ord Feb 12
THOMPSON, JOHN, Thornaby on Tees, Yorks, Licensed Victualler Stockton on Tees Pet Feb 12 Ord Feb 12
THOMPSON, WILLIAM, Nuneaton, Warwick, Greengrocer Coventry Pet Feb 12 Ord Feb 12
WALLACE, WILLIAM, Pendlebury, Lancs, Physician Salford Pet Feb 12 Ord Feb 14
WELFORD, THOMAS ABRAM, Scaling, nr Loftus, Yorks, Farmer Stockton on Tees Pet Feb 12 Ord Feb 12
WHARTON, GEORGE FREDERICK, and HUBERT JOHN JESSETT, Limes grove, Printer High Court Pet Feb 6 Ord Feb 14
WILSON, THOMAS HENRY, Sheffield Sheffield Pet Feb 14 Ord Feb 14

London Gazette.—TUESDAY, Feb. 20.

RECEIVING ORDERS.

ANDRIESSEN, VICTOR OTTO WILHELM, Holloway rd, Florist High Court Pet Feb 15 Ord Feb 15
BASSETT, JAMES GEORGE, Kidderminster, House Furnisher Kidderminster Pet Feb 14 Ord Feb 14
BELL, JAMES JOSEPH, Sunderland, Licensed Victualler's Stocktaker Sunderland Pet Feb 15 Ord Feb 15
BLACKBURN, JOSEPH, Gt Grimsby, Baker Gt Grimsby Pet Feb 14 Ord Feb 14
BRADLEY, MATTHEW, Wakefield Wakefield Pet Feb 15 Ord Feb 15
BRAUNTON, EDWARD CHARLES, Middlesbrough, Grocer Middlesbrough Feb 16 Ord Feb 16
BUTTERFIELD, CHARLES, Little Dravton, Salop, Grocer's Assistant Crewe Pet Feb 15 Ord Feb 15
CLAYTON, WILLIAM CARR, Sheffield, Butcher Sheffield Pet Jan 18 Ord Feb 15
CLEARY, EDWIN, Olympia, Kensington, Lessee and Manager of Olympia High Court Pet Feb 16 Ord Feb 16
CROSDALE, WILLIAM, Oldham, Labourer Oldham Pet Feb 14 Ord Feb 16
DOCWRA, DANIEL, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet Feb 16 Ord Feb 16
FITZ-HERBERT, HORACE, Erdington, Haulier Birmingham Pet Feb 17 Ord Feb 17
GOODIER, JOHN, and THOMAS GOODIER, Withington, Manchester, Plumbers Manchester Pet Feb 2 Ord Feb 16
HEATH, WILLIAM HENRY, Middlesbrough Middlesbrough Pet Feb 17 Ord Feb 17
HUGHES, WILLIAM, Wavertree, Liverpool, Builder Liverpool Pet Jan 24 Ord Feb 16
HULL, TOM, Burnley, Staffs, Pawnbroker's Assistant Stoke upon Trent Pet Feb 16 Ord Feb 16
JONAS, ROBERT HOOK, Tolworth, Surrey High Court Pet Feb 15 Ord Feb 15
KENDALL, JOHN, Aston, Warwick, Grocer Birmingham Pet Feb 16 Ord Feb 16
KENNINGTON, RICHARD, New Cleethorpes, Boiler Maker Gt Grimsby Pet Feb 15 Ord Feb 15
LOOSKIN, JOHN, Newcastle under Lyme, Staffs, Greengrocer Hanley Pet Feb 17 Ord Feb 17
MACKINTOSH, ANDREW EDWIN, Rugby, Acting Theatrical Manager Coventry Pet Feb 15 Ord Feb 15
MIDDLETON, CHARLES GEORGE, Birkenhead, Boat Builder Birkenhead Pet Jan 30 Ord Feb 15
MITCHELL, JOHN ALBERT, Bradford, Commercial Traveller Bradford Pet Feb 17 Ord Feb 17
MORETON, GEORGE, and JOSEPH STEPHEN WALLACE, Longwardine, Hereford, Coal Merchants Hereford Pet Feb 16 Ord Feb 16
MOTT, HARRY, West Cowes, I of W Newport Pet Feb 5 Ord Feb 17
PENNINGTON, JOHN, St Helens, Lancs, Builder Liverpool Pet Jan 31 Ord Feb 16
PUGSLEY, JOHN, Newport, Mon, Shoeing Smith Newport, Mon Pet Feb 16 Ord Feb 16
READER, GEORGE, Marston Magna, Somerset, Farmer Yeovil Pet Feb 16 Ord Feb 16
ROTHWELL, ROBERT, Bolton, Coal Merchant's Yardman Bolton Pet Feb 16 Ord Feb 16
SAUNDERS, J, Bromley, Builder Croydon Pet Jan 11 Ord Feb 13
SAVITZ, SOLOMON, Burslem, Staffs, Tailor Hanley Pet Feb 6 Ord Feb 16
SHEPHARD, ERNEST, Upwell, Norfolk, Coal Dealer King's Lynn Pet Feb 16 Ord Feb 16
TILDE, WILLIAM SPENCER, Blean, Kent, Wheelwright Canterbury Pet Feb 15 Ord Feb 15
TOMLINSON, SYDNEY, East Ardsley, Yorks, Blast Furnace Labourer Leeds Pet Feb 14 Ord Feb 14
TRATT, WILLIAM EDWARD, and GEORGE HERBERT FELLOWES, Penge rd, South Norwood Croydon Pet Jan 26 Ord Feb 13
TRUEMAN, A J, South Yarra, Victoria, Australia, Builder High Court Pet Sept 25 Ord Feb 15
VAGG, HENRY, Yeovil, Plumber Yeovil Pet Feb 17 Ord Feb 17 Ord Feb 17
WADLEY, WILLIAM EDMUND, Bristol, Clerk Bristol Ord Pet Feb 17 Ord Feb 17
WEBBER, WILLIAM, Islington, Builder High Court Pet Feb 16 Ord Feb 16
WELCH, HESKETH HENRY, Borough Market, Fruit Salesman High Court Pet Feb 13 Ord Feb 16
WELLS, EDWIN ARMITAGE GREGORY, Brixton hill, Watchmaker High Court Pet Feb 15 Ord Feb 15
WHITE, WILLIAM, New Brislington, Bristol, Builder Bristol Pet Feb 15 Ord Feb 15
WILINS, STEPHEN, Stower Row, nr Shaftesbury, Dorset, Farmer Salisbury Pet Feb 17 Ord Feb 17
YEOMANS, DAVID FREDERICK, Ashby de la Zouch, Leicester Nottingham Pet Feb 15 Ord Feb 15

FIRST MEETINGS.

ABER, ABRAM, Northampton, Draper Feb 28 at 11.30 Off Rec, Bridge st, Northampton
ALFORD, ARTHUR, Melbury, Dorset, Licensed Victualler March 1 at 2.30 Off Rec, City chmbrs, Catherine st, Salisbury
ANDRIESSEN, VICTOR OTTO WILHELM, Holloway rd, Florist March 2 at 1 Bankruptcy bldgs, Carey st
BARKER, GEORGE, Thorpe Hesley, nr Rotherham, Yorks, Miner March 1 at 11 30 Off Rec, Figtree ln, Sheffield
BELL, JAMES JOSEPH, Sunderland, Licensed Victualler's Stocktaker Feb 28 at 3.30 Off Rec, 3, Manor pl, Sunderland
BLAIR, JOHN, Catford, Kent, Commercial Traveller March 2 at 12.30 132, York rd, Westminster Bridge
BOYES, GEORGE ANDERSON, Halifax, Rheumatic Specialist Feb 28 at 3.30 Off Rec, Town Hall chmbrs, Halifax
BROOK, JOSIAH, Normanton, Blacksmith's Striker Feb 28 at 11 Off Rec, 6, Bond ter, Wakefield
CHILD, GEORGE JAMES, Friern Barnet March 1 at 3 14, Bedford row
CLEARY, EDWIN, Bury st, St James's, Lessee and Manager of Olympia March 1 at 12 Bankruptcy bldgs, Carey st
COLLINS, RICHARD, Pontypridd, Collier Feb 28 at 12 135, High st, Merthyr Tydfil
COOKE, ARTHUR WILLIAM, West Bromwich, Staffs, Painter Feb 28 at 11 191, Corporation st, Birmingham
DAVIES, WILLIAM, Birmingham, Grocer March 1 at 11 191, Corporation st, Birmingham
DEAN, WILLIAM, Halifax, Printer Feb 28 at 3 Off Rec, Town Hall chmbrs, Halifax
DOCKING, LAWRENCE SIDNEY, and PERCY WILLIAM DOCKING, Southampton, Printers Feb 28 at 3.45 Off Rec, Midland Bank chmbrs, High st, Southampton
DYSON, JOHN, Linthwaite, nr Huddersfield, Innkeeper March 1 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
ELLIS, FRANCIS EDWIN, Stockfield rd, Streatham, Photographic Artist Feb 28 at 11.30 132, York rd, Westminster bridge
FLOWER, JAMES, Abercanaid, nr Merthyr Tydfil, Glam, Timberman Feb 28 at 3 135, High st, Merthyr Tydfil
GREENWOOD, JOHN COLLINGWOOD, Bootle, Lancs, Clothier's Manager Feb 28 at 11 Off Rec, 35, Victoria st, Liverpool
GRIFFIN, CHRISTINA LETITIA, Swansea, Boarding House Keeper Feb 28 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
HADLEY, ROBERT, Rendham, Suffolk, Farmer March 16 at 2 Off Rec, 36, Princes st, Ipswich
HARRIS, REUBEN, Greyhound rd, Fulham, Glazier March 5 at 12 Bankruptcy bldgs, Carey st
HEWITT, JAMES EDWIN, Hockley, Birmingham, Jewel Case Maker Feb 28 at 12 191, Corporation st, Birmingham
HOPE, ARTHUR PEACH, Clayton, Lancs, Chemist Feb 28 at 3 Off Rec, Byrom st, Manchester
JARVIS, ALBERT, New Pond, Cross in Hand, Waldron, Sussex, Bricklayer Feb 28 at 2 County Court Offices, Lewes
JONAS, ROBERT HOOK, Tolworth, Surrey March 5 at 11 Bankruptcy bldgs, Carey st
KENNINGTON, RICHARD, New Cleethorpes, Boiler Maker Feb 28 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

MACKINTOSH, ANDREW EDWIN, Rugby, Acting Theatrical Manager Feb 28 at 12 Off Rec, 8, High st, Coventry
MARPLES, JAMES WILLIAM, Sheffield, Commercial Traveller March 1 at 12 Off Rec, Figtree ln, Sheffield
PAGE, ROBERT ROLAND, Watford, Electrician Feb 28 at 12 Off Rec, 14, Bedford row
PEARSON, FREDERICK VINCENT, Sheffield, Jeweller March 1 at 12.30 Off Rec, Figtree ln, Sheffield
PITCH, GEORGE FRANCIS, Cranesbound, Haxey, Lincs, Farmer Feb 18 at 12.15 Off Rec, 31, Silver st, Lincoln
POLLEY, CHARLES, Hadleigh, Essex, Baker March 7 at 2 Shirehall, Chelmsford
POPHAM, CHARLES JOHN, Wellingborough, Plumber Feb 28 at 12 Off Rec, Bridge st, Northampton
PRICE, GEORGE HENRY, Weymouth, Pianoforte Tuner March 1 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
PUGH, WILLIAM, Boughrood, Radnor, Licensed Victualler March 1 at 10 2, Offa st, Hereford
PULSON, WILLIAM CHRISTOPHER, Liscard, Clerk Feb 28 at 2.30 Off Rec, 35, Victoria st, Liverpool
RYDON, JONATHAN, Liverpool, Managing Director March 2 at 3 30 Off Rec, 35, Victoria st, Liverpool
ROTHWELL, ROBERT, Bolton, Coal Merchant's Yardman March 2 at 3 19, Exchange st, Bolton
SPEDDING, ALFRED, Chickenley Heath, nr Dewsbury, Mop Manufacturer Feb 28 at 10 30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
STARK, EMILIE BERNIE, Grange over Sands, Boarding house Keeper March 8 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
TAYLOR, RALPH, Leicester, Pork Butcher Feb 28 at 12 Off Rec, 1, Berridge st, Leicester
TEAL, WILLIAM JOHN, Putney March 2 at 11.30 132, York rd, Westminster Bridge
THE PUBLIC WORKS CO, Victoria st, Westminster, Contractors Feb 28 at 11 Bankruptcy bldgs, Carey st
THOMAS, THOMAS, Glyncorrwg, Glam, Collier March 1 at 12 Off Rec, 31, Alexandra rd, Swansea
TOMLINSON, SYDNEY, East Ardsley, Yorks, Blast Furnace Labourer Feb 23 at 11 Off Rec, 22, Park row, Leeds
TREMAN, A J, South Yarra, Victoria, Australia, Builder Feb 28 at 12 Bankruptcy bldgs, Carey st
WEBBER, WILLIAM, Liverpool rd, Islington, Builder March 1 at 12 Bankruptcy bldgs, Carey st
WELCH, HESKETH HENRY, Borough Market, Fruit Salesman March 5 at 12 Bankruptcy bldgs, Carey st
WELLS, EDWIN ARMITAGE GREGORY, Brixton hill, Watchmaker March 1 at 11 Bankruptcy bldgs, Carey st
WHITE, ARTHUR JAMES, Barrow in Furness, Grocer March 9 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness

ADJUDICATIONS.

ABELL, THOMAS, and RICHARD ABELL, Beeston, Notts, Butchers Nottingham Pet Jan 24 Ord Feb 15
ANDRIESSON, VICTOR OTTO WILHELM, Holloway rd, Florist High Court Pet Feb 15 Ord Feb 15
BASSETT, JAMES GEORGE, Kidderminster, House Furnisher Kidderminster Pet Feb 14 Ord Feb 14
BELL, JAMES JOSEPH, Sunderland, Licensed Victualler's Stocktaker Sunderland Pet Feb 15 Ord Feb 15
BLACKBURN, JOSEPH, Gt Grimsby, Baker Gt Grimsby Pet Feb 14 Ord Feb 14
BLAKEMAN, THOMAS, Sandford Hill, Longton, Auctioneer Stoke upon Trent Pet Jan 1 Ord Feb 15
BRADLEY, MATTHEW, Wakefield Wakefield Pet Feb 15 Ord Feb 15
BRAUNTON, EDWARD CHARLES, Middlesbrough, Grocer Middlesbrough Pet Feb 16 Ord Feb 16
BUTTERFIELD, CHARLES, Little Drayton, Salop, Grocer's Assistant Crewe Pet Feb 15 Ord Feb 15
CHATWIN, ALBERT EDGAR, Kidderminster, General Dealer Birmingham Pet Oct 18 Ord Feb 12
CLAYSON, HENRY, Claygate, Surrey, Builder Kingston Pet Feb 9 Ord Feb 14
CONNAH, CHARLES, and JOHNSON SIMPSON GREENHALGH, Carnarvon, Cycle Dealers Bangor Pet Nov 17 Ord Feb 17
CROSDALE, WILLIAM, Oldham, Labourer Oldham Pet Feb 16 Ord Feb 16
GARDNER, FRANK, Warborough on Thames, Oxford, Grocer Oxford Pet Feb 1 Ord Feb 17
GRAZIER, SARAH, Birmingham, Farmer Birmingham Pet Dec 6 Ord Feb 14
HEATH, WILLIAM HENRY, Middlesbrough Middlesbrough Pet Feb 17 Ord Feb 17
HULL, TOM, Burslem, Staffs, Pawnbroker's Assistant Stoke upon Trent Pet Feb 16 Ord Feb 16
JONAS, ROBERT HOOK, Tolworth, Surrey High Court Pet Feb 15 Ord Feb 15
JONES, GEORGE, Llandudno, Draper Bangor Pet Jan 30 Ord Feb 17
KENNINGTON, RICHARD, New Clesthorpes, Boiler Maker Gt Grimsby Pet Feb 15 Ord Feb 15
LOOSKIN, JOHN, Newcastle under Lyme, Staffs, Greengrocer Hanley Pet Feb 17 Ord Feb 17
MACKINTOSH, ANDREW EDWIN, Rugby, Warwick, Acting Theatrical Manager Coventry Pet Feb 15 Ord Feb 15
MAY, WILLIAM VALENTINE WALTER, King st, Cheapside, Surveyor High Court Pet Dec 11 Ord Feb 17
MITCHELL, JOHN ALBERT, Bradford, Commercial Traveller Bradford Pet Feb 17 Ord Feb 17
MORETON, GEORGE, and JOSEPH STEPHEN WALLACE, Lugwardine, Hereford, Coal Merchants Hereford Pet Feb 16 Ord Feb 16
NEALE, THOMAS, Hemsworth, Yorks, Builder Wakefield Pet Feb 2 Ord Feb 16
PENNY, FRANCIS HARRY, Frome, Ironmonger Frome Pet Feb 2 Ord Feb 16
POWELL, ALFRED, Catford, Builders' Merchant Greenwich Pet Feb 10 Ord Feb 16
READER, GEORGE, Marston Magna, Somerset, Farmer Yeovil Pet Feb 16 Ord Feb 16
ROTHWELL, ROBERT, Bolton, Coal Merchant's Yardman Bolton Pet Feb 16 Ord Feb 16
SHEPHARD, ERNEST, Upwell, Norfolk, Chaff Dealer King's Lynn Pet Feb 16 Ord Feb 16
SMITH, JAMES GORDON, Cannon st High Court Pet Dec 12 Ord Feb 15
TILDE, WILLIAM SPENCER, Honey Hill, Blean, Kent, Wheelwright Canterbury Pet Feb 15 Ord Feb 15
TOMLINSON, SYDNEY, East Ardsley, Yorks, Blast Furnace Labourer Leeds Pet Feb 14 Ord Feb 14
TRATT, WILLIAM EDWARD, and GEORGE HERBERT FELLOWES, South Norwood Croydon Pet Jan 26 Ord Feb 17
VAGG, HENRY, Yeovil, Plumber Yeovil Pet Feb 17 Ord Feb 17
WEBBER, WILLIAM, Liverpool rd, Islington, Builder High Court Pet Feb 16 Ord Feb 16
WELCH, HESKETH HENRY, Borough Market, Fruit Salesman High Court Pet Feb 13 Ord Feb 16
WELLS, EDWIN ARMITAGE GREGORY, Brixton hill, Watchmaker High Court Pet Feb 15 Ord Feb 15
WILKINS, STEPHEN, Stower Row, nr Shaftesbury, Dorset, Farmer Salisbury Pet Feb 17 Ord Feb 17
WOOD, GEORGE, Birmingham, Baker Birmingham Pet Jan 6 Ord Feb 12
YEOMANS, DAVID FREDERICK, Peggs Green, Ashby de la Zouch, Leicester Nottingham Pet Feb 15 Ord Feb 15

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL *with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.*